

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at p.m., Monday, April 25, 2005.

The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Joseph "Skip" Crawford, Kevin Huetten, Thomas Whalen, Michael Matejka, Michael Sprague, Jim Finnegan, Rich Veitengruber, Karen Schmidt and Mayor Judy Markowitz.

City Manager Tom Hamilton, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Proclamation

The following Proclamations has been requested and should be received and placed on file with the City Clerk:

1. Declaring May 8, through May 14, 2005 as Building Safety Week.
2. Declaring May 1 - 7, 2005 Municipal Clerks Week.
3. Declaring April 29, 2005 to be Arbor Day.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Markowitz read and presented the Building Safety Week Proclamation to Mark Huber, Division Manager - Building Safety. Mr. Huber thanked the Mayor and Council for their support. His office would be promoting Building Safety Week with various activities. He hope the public would think about Building Safety before starting a project. There were thirty-five (35) employees involved in the Building Safety program.

Mayor Markowitz read and presented the Municipal Clerk's Week Proclamation to Tracey Covert, City Clerk.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Proclamations be made a matter of record.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Bills and Payroll

The following list of bills and payrolls have been furnished to you in advance of this meeting. After examination I find them to be correct and, therefore, recommend their payment.

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Finnegan that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The eleventh partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$22,890 will have been paid to date for work certified as 92% complete for the Peace Meals. Completion date - April 2005.
2. The eleventh partial payment to Peace Meal in the amount of \$579 on a contract amount of \$7,000 of which \$6,387 will have been paid to date for work certified as 92% complete for the John M. Scott Home Delivered Meals. Completion date - May 2005.
3. The twelfth partial payment to Turner Construction Company in the amount of \$6,518 on a contract amount of \$187,824 of which \$96,572 will have been paid to date for work certified as 51.42% complete for the Project Management Services for the Bloomington Center for the Performing Arts. Completion date - June 2006.
4. The eleventh partial payment to Hammond Beeby Rupert Ainge, Inc. in the amount of \$15,950 on a contract amount of \$1,933,750 of which \$1,479,362.50 will have been paid to date for work certified as 76% complete for the Phase 3 and 4 of the Renovation of the Bloomington Center for the Performing Arts. Completion date - August 2006.
5. The seventeenth partial payment to Woodburn, Kyle & Company in the amount of \$4,000 on a contract amount of \$164,000 of which \$164,000 will have been paid to date for work certified as 100% complete for the Capital Campaign for the Bloomington Center for the Performing Arts. Completion date - April 2005.
6. The tenth partial payment to Terracon Consultants, N.E. Inc. (Dept. 1277) in the amount of \$2,817 on a per ton and hour contract of which \$51,706.71 will have been paid to date for work certified as ongoing for the 2004-2005 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date - July 2005.

7. The eighth partial payment to Farnsworth Group in the amount of \$4,197.80 on a contract amount of \$46,600 of which \$41,460.79 will have been paid to date for work certified as 89% complete for the US 51 Intersections Near Arena - Front & Madison, Olive & Center, and Front & East. Completion date - May 2005.
8. The sixth partial payment to Lewis, Yockey & Brown in the amount of \$550 on a contract amount of \$139,500 of which \$67,998.05 will have been paid to date for work certified as 49% complete for the Design of Hamilton Road from Bunn to Commerce. Completion date - June 2005.
9. The thirteenth partial payment to Lewis, Yockey & Brown in the amount of \$4,164.25 on a contract amount of \$131,000 of which \$120,233.39 will have been paid to date for work certified as 92% complete for the Design Ft. Jesse Road Improvements. Completion date - May 2005.
10. The sixteenth partial payment to Clark Dietz, Inc. in the amount of \$15,862.61 on a contract amount of \$366,591.65 of which \$327,869.62 will have been paid to date for work certified as 89% complete for the Hamilton Road (Greenwood to Timberlake Lane). Completion date - June 2005.
11. The eleventh partial payment to Stark Excavating, Inc. in the amount of \$35,395 on a contract amount of \$2,518,251.70 of which \$1,245,799 will have been paid to date for work certified as 49% complete for the Airport Rd. - Route 9 to Gill St. Completion date - November 2005.
12. The first partial payment to Rowe Construction Company in the amount of \$100,867 on a contract amount of \$917,226.95 of which \$100,867 will have been paid to date for work certified as 10% complete for the Ft. Jesse Road Improvements - Phase I - East of Airport Rd to Kaisner Dr. Completion date - August 2005.
13. The first partial payment to Thompson Dyke & Associates in the amount of \$7,500 on a contract amount of \$227,450 of which \$7,500 will have been paid to date for work certified as 3% complete for the Holiday Pool/Park Renovation. Completion date - August 2006.
14. The second partial payment to Thompson Dyke & Associates in the amount of \$16,498.39 on a contract amount of \$41,750 of which \$23,998.39 will have been paid to date for work certified as 54% complete for the Miller Park Zoo Development - South End. Completion date - December 2006.
15. The fifth and final payment to Thompson Dyke & Associates in the amount of \$1,327.97 on a contract amount of \$16,850 of which \$16,849.17 will have been paid to date for work certified as 100% complete for the Gaelic Park Planning. Completion date - July 2005.

16. The first partial payment to Area Erectors, Inc. in the amount of \$8,077.50 on a contract amount of \$150,175 of which \$8,077.50 will have been paid to date for work certified as 1% complete for the Design/Build for Arena Parking Garage. Completion date - April 2006.
17. The third partial payment to IPC, Inc. in the amount of \$12,756.60 on a contract amount of \$1,271,950 of which \$44,133.30 will have been paid to date for work certified as 3% complete for the Design/Build for Arena Parking Garage. Completion date - April 2006.
18. The first partial payment to Felmley Dickerson in the amount of \$405 on a contract amount of \$15,200 of which \$405 will have been paid to date for work certified as 3% complete for the Design/Build for Arena Parking Deck - Doors, Frames and Hardware. Completion date - April 2006.
19. The first partial payment to Felmley Dickerson in the amount of \$15,030 on a contract amount of \$823,000 of which \$15,030 will have been paid to date for work certified as 2% complete for the Design/Build for Arena Parking Deck - Concrete, Excavating and Foundation. Completion date - April 2006.
20. The fourth partial payment to Johnston Contractors, Inc. in the amount of \$16,467.33 on a contract amount of \$371,005 of which \$31,299.20 will have been paid to date for work certified as 7% complete for the Design/Build for Arena Parking Deck. Completion date - April 2006.
21. The fourth partial payment to D & H Electric in the amount of \$8,460 on a contract amount of \$2,775,620 of which \$168,930 will have been paid to date for work certified as 6% complete for the Design/Build for Arena. Completion date - April 2006.
22. The ninth partial payment to Mid-Illinois Mechanical, Inc. in the amount of \$11,308 on a contract amount of \$3,385,000 of which \$255,829.70 will have been paid to date for work certified as 8% complete for the Design/Build for Arena. Completion date - April 2006.
23. The fourth partial payment to G.A. Rich & Sons, Inc. in the amount of \$48,326 on a contract amount of \$1,194,558 of which \$108,433.80 will have been paid to date for work certified as 9% complete for the Design/Build for Arena. Completion date - April 2006.
24. The first partial payment to Kone, Inc. in the amount of \$15,266.43 on a contract amount of \$169,627 of which \$15,266.43 will have been paid to date for work certified as 9% complete for the Design/Build for Arena. Completion date - April 2006.

25. The fourth partial payment to Commercial Floor Covering in the amount of \$16,588 on a contract amount of \$282,472 of which \$176,071.50 will have been paid to date for work certified as 62% complete for the Design/Build for Arena. Completion date - April 2006.
26. The first partial payment to Felmley Dickerson in the amount of \$12,960 on a contract amount of \$660,900 of which \$12,960 will have been paid to date for work certified as 2% complete for the Design/Build for Arena. Completion date - April 2006.
27. The first partial payment to Felmley Dickerson in the amount of \$14,256 on a contract amount of \$725,148 of which \$14,256 will have been paid to date for work certified as 2% complete for the Design/Build for Arena. Completion date - April 2006.
28. The second partial payment to Merrill Iron & Steel, Inc. in the amount of \$85,122 on a contract amount of \$795,654 of which \$103,122 will have been paid to date for work certified as 13% complete for the Design/Build for Arena - Erection. Completion date - April 2006.
29. The fourth partial payment to Merrill Iron & Steel, Inc. in the amount of \$171,641.97 on a contract amount of \$1,526,586 of which \$1,123,761.49 will have been paid to date for work certified as 74% complete for the Design/Build for Arena - Fabrication. Completion date - April 2006.
30. The fifth partial payment to IPC, Inc. in the amount of \$552,532.50 on a contract amount of \$4,694,900 of which \$2,706,187.51 will have been paid to date for work certified as 58% complete for the Design/Build for Arena. Completion date - April 2006.
31. The seventh partial payment to Stark Excavating, Inc. in the amount of \$228,673.32 on a contract amount of \$3,361,000 of which \$2,052,992.11 will have been paid to date for work certified as 61% complete for the Design/Build for Arena. Completion date - April 2006.
32. The twelfth partial payment to Johnston Contractors, Inc. in the amount of \$156,224.60 on a contract amount of \$3,091,512 of which \$1,312,671.76 will have been paid to date for work certified as 36% complete for the Design/Build for Arena. Completion date - September 2005.
33. The twenty-second partial payment to Brisbin, Brook, Beynon Architects in the amount of \$12,624.78 on a contract amount of \$1,421,000 of which \$1,157,485.46 will have been paid to date for work certified as 81% complete for the Arena Architects. Completion date - October 2005.

34. The eighth partial payment to Central IL Arena Management, Inc. in the amount of \$22,988.06 on a contract amount of \$738,188.75 of which \$148,744.49 will have been paid to date for work certified as 20% complete for the Professional Services. Completion date - December 2005.
35. The tenth partial payment to Stark Excavating, Inc. in the amount of \$226,242 on a contract amount of \$3,765,738.25 of which \$3,071,199 will have been paid to date for work certified as 81% complete for the Pipeline Road Water Main, Division B - Water Main from Northtown Rd. to 2350 N Road. Completion date - June 2005.
36. The fifty-fifth partial payment to Farnsworth Group in the amount of \$8,000.40 on a contract amount of \$868,472 of which \$860,780.53 will have been paid to date for work certified as 99% complete for the Design Transmission Water Main to Lake Bloomington. Completion date - May 2005.
37. The third partial payment to Stark Excavating, Inc. in the amount of \$47,529 on a contract amount of \$284,392.50 of which \$278,529 will have been paid to date for work certified as 98% complete for the Canterbury Ct. 42" Relief Storm Sewer. Completion date - May 2005.
38. The sixth and final payment to Gildner Plumbing, Inc. in the amount of \$1,586.95 on a contract amount of \$57,710 of which \$28,086.95 will have been paid to date for work certified as 100% complete for the 2002-2003 Sump Pump Drainage. Completion date - April 2005.
39. The fourth and final payment to Gildner Plumbing, Inc. in the amount of \$14,883.50 on a contract amount of \$215,681 of which \$215,657.50 will have been paid to date for work certified as 100% complete for the Extreme Nissan Drainage Improvement. Completion date - April 2005.
40. The fifth and final payment to Gildner Plumbing, Inc. in the amount of \$4,203.43 on a contract amount of \$81,765.43 of which \$81,765.43 will have been paid to date for work certified as 100% complete for the Sunset Road Drainage Improvement. Completion date - April 2005.
41. The ninth and final payment to Farnsworth Group in the amount of \$2,035 on a contract amount of \$50,000 of which \$49,990.35 will have been paid to date for work certified as 100% complete for the Canterbury Court Storm Sewer. Completion date - April 2005.

All of the above described payments are for planned and budgeted items previously approved by the City Council. I recommend that the payments be approved.

Respectfully,

Tom Hamilton
City Manager

Alderman Sprague questioned Payment 8, the sixth partial payment to Lewis, Yockey & Brown in the amount of \$550 on a contract amount of \$139,500 of which \$67,998.05 will have been paid to date for work certified as 49% complete for the Design of Hamilton Road from Bunn to Commerce. Completion date - June 2005. He questioned when road work would begin. Tom Hamilton, City Manager, informed the Council that the right-of-way plats were being finished. The goal was to have them completed this year. He noted that there were five (5) major projects planned for this year. Alderman Sprague expressed his concern about safety.

Alderman Whalen noted Payments 26 - 33. He questioned the 2005 completion of the US Cellular Coliseum.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the payments be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of March, 2005

Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of March 2005 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, April 25, 2005 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the audit of the bills and payrolls for the Township for the month of March, 2005 be made a matter of record.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Reports

The following reports should be received and placed on file with the City Clerk:

1. Motor Fuel Tax Allotment for the month of March, 2005.
2. Monthly Receipt & Expenditure Report, March, 2005.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

REPORTS ON FILE IN CLERK'S OFFICE

Motion by Alderman Crawford, seconded by Alderman Finnegan that the reports be received and placed on file.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council
From: Judy Markowitz, Mayor
Subject: Appointments and Reappointments to Various Boards and Commissions

I ask that you concur with appointments to the following Boards and Commissions:

Evergreen Cemetery Board:

Tom Jennings, 1912 E. Jackson, Bloomington, IL 61701. His term will begin 6/1/2005 and expire 4/30/2010.

Cultural District:

Charles Sang, 11 Conway Ct., Bloomington, IL 61704. His term will expire 4/30/2008.

I ask that you concur with the reappointments to the following Boards and Commissions:

Library Board:

Jim Charlesworth, 2203 Foxtail Rd., Bloomington, 61704. His new term will expire 4/30/2008.

William Wetzel, 1323 E. Grove, Bloomington, 61701. His new term will expire 4/30/2008.

Liquor Commission:

Marabeth Clapp, 1907 Privet Ln., Bloomington, 61704. Her new term will expire 4/30/2010.

Stephen Petersen, 2415 E. Washington, Bloomington, 61704. His new term will expire 4/30/2010.

Respectfully,

Judy Markowitz
Mayor

Mayor Markowitz introduced Tom Jennings. Mr. Jennings would be appointed to the Evergreen Cemetery Board. He had resided in the City since 1995. Mr. Jennings was a partner at the law firm of Livingston, Barger and Brandt. He was a former co-owner of

the Saint Law Office. He belonged to the McLean County Agriculture Club. He hoped to become more involved in the community.

Mayor Markowitz introduced Charles Sang. Mr. Sang would be appointed to the Cultural District Board. He had resided in the City for six (6) years. He was the Vice President of the local Chapter of Chinese Americans. He would represent this group on the Commission. He was employed at State Farm in the Agency Department.

Mayor Markowitz introduced Bill Wetzel. Mr. Wetzel would be reappointed to the Library Board. Mr. Wetzel had served on this Board for over thirty (30) years. He was a local attorney with the law firm of Livingston, Barger and Brandt. Mr. Wetzel has enjoyed his years of service. He noted that the Public Library has continued to improve. He thanked the Mayor and Council for their support.

Mr. Wetzel recognized Mayor Markowitz's and Aldermen Whalen's and Veitengruber's years of service. He expressed his opinion that they had made a lasting contribution. He wished them the best.

State Representative Dan Brady addressed the Council. He expressed his appreciation to Mayor Markowitz, and Aldermen Whalen and Veitengruber for their years of service. He expressed his opinion that thank you's are seldom heard. He wished them the best.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the appointments and reappointments be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Approval of Payment to Paul Kieser for Crop Damages

On April 11, 2005, Council approved the second Amendment to the Palmer Annexation Agreement. The agreement included a provision that within 30 days of the approval of said amendment, the City would pay crop damages in the amount of \$9,757.29. These damages occurred during the installation of the Palmer/Scottsdale water main and the Palmer/Scottsdale

sanitary sewer. Frank Miles, Mr. Palmer's attorney, has requested that the check for the damages be made to Paul Kieser, the tenant farmer.

Staff respectfully recommends that Council authorize payment to Mr. Paul Kieser in the amount of \$9,757.29 for crop damages in accordance with the second Amendment to the Annexation Agreement, with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G .Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Alderman Sprague questioned the calculation. Doug Grovesteen, Director of Engineering, addressed the Council. He had checked the calculation and evaluated the request. This payment was contained in an annexation agreement in order that sewer work could be done. City staff concurs with the request.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the payment be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposals for Employee Assistance Program (EAP)

At the Council meeting of April 11, 2005, Council voted to lay over this item. Council requested that City staff obtain additional information and clarify questions about pricing for the next meeting.

City staff has been pursuing these questions. We have been unable to resolve all the issues with this item. Staff respectfully requests that Council lay over the Request For Proposal for EAP provider until the May 9, 2005 Council meeting in order to insure that all all issues and questions be fully resolved.

Respectfully,

Laurie Wollrab
Compensation and Benefits Manager

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the item be laid over until the May 9, 2005 Council meeting.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Request for Proposals (RFP) - Software Training Classes

On March 23, 2005, the City published a Request for Proposals (RFP) to provide software training to its employees. The request solicited proposals to provide training primarily through open enrollment classes as well as through dedicated on-site offerings.

Proposals were received from four software training providers, Heartland Community College, Normal, Novatech Solutions, Bloomington, Levi, Ray & Shoup, Bloomington, and Elert & Associates, Stillwater, Minnesota.

Only two of the proposals, Novatech and Levi, Ray & Shoup, were directly comparable in addressing City needs. The Elert proposal was primarily for virtual training, in which the instructor would be available live via conference call, but not present to visually assess the nature of the students' problems. The units of training were much shorter than standard 6-7 hour classes.

The Heartland proposal would, using their current schedule, require most employees to take classes outside of their normal work hours, in three 2 ½ hour segments offered over 3 weeks.

Despite the anticipated transition to Microsoft Office later in 2005, some training support in Lotus applications can be anticipated in the next year, particularly in the database application, "Approach" as it will most likely be a lengthier transition. Of the four proposals, only one, Levi, Ray & Shoup, listed any Lotus SmartSuite classes in the published course listings.

On a cost basis for open-enrollment classes, where the City spends most of its software training dollars, a comparison was made using the amount of training the City used this past fiscal year in office productivity classes.

From May '04 to April '05, the City had 76 enrollments in 28 different open enrollment software classes. Twelve (12) of those enrollments were in four (4) specialized application classes, Crystal Reports and Adobe Acrobat, that had a different pricing structure than standard office applications and so were excluded.

The other 64 were in 24 general office productivity classes, with the number of enrollments averaging 2-3 students per class. These were primarily Lotus SmartSuite applications in 2004-05, but will be primarily Microsoft Office in 2005-06. Six of those enrollments were charged at a 2-day rate, with the City having purchased the equivalent of 70, full-day training enrollments in external training in basic office productivity applications over a one-year period.

The cost proposal information received for the four vendors was as follows:

Cost per one-day enrollment & on-site training:

Heartland Com. College <i>(7.5-hour class taught in 3 sessions)</i>	Elert <i>Virtual classroom (Sessions of 1.5 hours, 1 day ~ 4 workouts)</i>	NovaTech <i>(7 hour class)</i>	Levi, Ray & Shoup <i>(7 hour class)</i>
1-50: \$94 51-100: \$84 101-150: \$80	\$70/workout (no multiple purchase discount offered); equivalent to \$280/day	1-25: \$110.50 26-50: \$104.00 51-75: \$97.50	1-24: \$130 25-49: \$97.50 50-99: \$91.00 100+: \$84.50
<u>Cost of providing one-day class on-site:</u> \$1050 plus \$26.50/participant for materials	<u>Cost of providing one-day class on-site:</u> \$960 plus travel from Minnesota	<u>Cost of providing one-day class on-site:</u> \$780* plus \$18/participant for materials <i>*assumes a 4-person class, the minimum for which Novatech will send an instructor on-site</i>	<u>Cost of providing one-day class on-site:</u> \$600 plus \$18/participant for materials

Assuming 70 enrollments in the next fiscal year, the City would pay:

\$5,880	70 x \$84 for Heartland (potential overtime or scheduling issues for City employees)
\$19,600	70 x \$280/day for Elert (assuming that each 1-day enrollment equivalent to purchasing 4 90-minute "workout" sessions)
\$6,825	70 x \$97.50 for Novatech
\$6,370	70 x \$91 for Levi, Ray & Shoup

While Heartland classes are roughly 8% less expensive at this level than the Levi, Ray & Shoup classes, they would require the employee to schedule training in the evening and over 3 different

evenings. This would require overtime pay for many of the union employees, which would quickly surpass any savings in the cost of the class.

Although there is an educational value to breaking up training with work practice time in between, experience at the City has shown that some employees will miss a segment of the class or may not have the ability to commit to more than one training occasion.

Levi, Ray & Shoup has experience working with Lotus SmartSuite software, which will assist employees making the transition from Lotus software to Microsoft software, or continuing to work with Lotus Approach.

The City's past experience with Levi, Ray & Shoup has shown that they are extremely accommodating to the City's small class enrollments, frequently offering classes for as few as two (2) individuals while only charging for two (2) enrollments. They have, on occasion provided a class for just one individual, when the class was part of a series and that student would insure more enrollments in another class in the series.

If the staff anticipates additional training in the next fiscal year, both with the growth in staff and the transition to Microsoft, the cost difference at the 100 or even 110 enrollment level shrinks to \$.50-\$4.50 per enrollment, or a one to five percent difference.

Based on costs and service issues, staff respectfully recommends that the City enter into a contract with Levi, Ray & Shoup to provide 100 enrollments, (or the equivalent) in open-enrollment classes in fiscal year 2005-2006, and that Levi, Ray & Shoup be used for any classes that need to be delivered on-site associated with the transition to Microsoft. The total of \$8,450 is covered by the amount budgeted for software training in the training and development budget for the Human Resources department (G11410-70790).

Respectfully,

Megan Devlin-Petty
Org. Dev. Manager

Emily Bell
Director of Human Resources

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Alderman Whalen expressed his hope that the City would work with Heartland Community College in the future.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Proposal for software training be awarded to Levi, Ray & Shoup, in an amount not to exceed \$8,450, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Proposals for the Installation of Fiber Cabling from Morrisey and Veteran's Parkway to Fire Station #2 on Hamilton Road

Staff solicited and received proposals to install fiber cabling from the traffic signal cabinet at Morrisey Drive and Veteran's Parkway to Fire Station #2 on Hamilton Road, continuing to the traffic signal cabinet at Hamilton Road and Mercer Avenue. This project involves two different fiber cables installed in the same conduit path. Council approved the construction of this Information Systems Interconnect conduit pathway at the December 27, 2004 Council meeting.

One of the fiber cables will be used to connect Fire Station #2 to the City's data network. Currently Fire Station #2 is connected to the City network via a T1 speed (1.5mb) frame relay connection. This frame relay connection is also used to support network access to the Lake Bloomington buildings, so the circuit is often saturated and is becoming a bottleneck. Once installed and connected, the fiber cable will provide ample bandwidth to support current network activity for Lake Bloomington and Fire Station #2, while also making it possible to add future network applications (i.e. voice over IP).

The second fiber cable will support the signal traffic system in this area. Computer Services staff has been working with Engineering staff to accommodate the installation of this fiber cable at the same time as the cable to be used for the data network. Efficiencies are gained by having the contractor install both of these cables at the same time.

The contract also includes termination of existing strands of fiber that run from Morrisey Drive and Veterans Parkway to Main Street and eventually to the City Engineering building. This fiber cable was installed during the most recent phase of Veterans Parkway construction, during which only a certain number of the strands were terminated. These extra terminations are for future use and will allow data and traffic signaling system expansion to other points along Veterans Parkway.

Results of proposals received are as follows:

Heart Technologies	East Peoria, IL	\$38,319.50
W.M. Masters	Bloomington, IL	\$18,746.00 **recommended
Bodine Communications	Decatur, IL	\$25,585.00
Laesch Electric	Towanda, IL	\$26,036.00

Staff respectfully requests that Council accept the proposal from W.M. Masters in the amount of \$18,746, and authorize the Purchasing Agent to issue a purchase order for same. Payment will be made with funds budgeted in Computer Services Building Repair and Maintenance account (G11610-70510).

Respectfully,

Scott Sprouls
I.T. Manager

Brian Barnes
Finance Director

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the proposal from W.M. Masters in the amount of \$18,746 for the Installation of Fiber Cabling from Morrissey and Veteran's Parkway to Fire Station #2 on Hamilton Road be accepted, and the Purchasing Agent be authorized to issue a Purchase Order for same.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Proposals for Landscaping at the Water Building

Proposals were received on March 4, 2005 for Landscaping. Staff requested that the proposals submitted include a variety of options based on expertise after the facility was reviewed. The options ranged from a variety of trees and bushes to an extensive amount of plants and flowering bushes. The prices ranged from \$8,876.50 to \$11,098.40. The following landscaping companies submitted proposals:

Sunburst Nursery and Penn Landscaping of Bloomington, IL
Chizmar Landscaping, Inc. of Bloomington, IL
F&W Lawn Care and Landscaping of Bloomington, IL

The Water Department was faced with the challenge of finding a design that would look appealing and also be low maintenance. After evaluation of the proposals, City staff determined that

the best option is a design that includes a variety of greenery, being low maintenance and leaving little area to be mowed.

Chizmar Landscaping, Inc. proposed a variety of ornamental grasses, bushes, flowers, and trees, including brick edging, cobblestone, installation of finish grade, and sod for specified areas. Additionally, City staff consulted with the Parks and Recreation department, who is more familiar with this type of work, and they agreed that the proposal was a great design and would be easy to maintain. Staff respectfully recommends that the proposal from Chizmar Landscaping, Inc. in the amount of \$9,738 be accepted and the Purchasing Agent be authorized to issue a purchase order for same. Funds are available from X50110-70990 (other purchased services).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the proposal submitted by Chizmar Landscaping, Inc. in the amount of \$9,738 be accepted, and the Purchasing Agent authorized to issue a Purchase Order for same.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for City Weed Ordinance Enforcement

Bids were opened April 15, 2005, for the City Weed Ordinance Enforcement. Twenty bids were mailed and seven bidders responded. An addendum was issued instructing bidders to discard the bid form that asked for a flat per hour rate, and to replace it with a new bid form that required pricing by the hour for tractor-mowing, labor and hand-mowing. Any bid that did not include the addendum was disqualified at the bid opening. The bid analysis is as follows:

BIDDER	TRACTOR MOW	HAND MOW	LABOR
Advanced Lawn Care Bloomington, IL	Disqualified as a Non-responsive bid		
B & D Lawn Service	\$15.00	\$15.00	\$7.00

Bloomington, IL*			
Buddy's Grounds Maint. Blm, IL	\$33.00	\$23.90	\$30.00
F&W Lawn Care Bloomington, IL	\$30.00 per 6 ft.	\$22.00	\$24.00
Graf Lawncare & Landscaping Stanford, IL	\$88.00	\$33.00	\$36.00
H&H Lawn Care Bloomington, IL	\$26.00	\$18.00	\$26.00
JMV Lawncare** Service Bloomington, IL	\$25.00	\$17.00	\$25.00

*Recommended

**2nd Recommendation in case of default

The bid specifically stated that the lowest bid would not be the deciding factor if a question exists as to the quality of performance or the ability to provide service to meet the specific needs of the City. The purpose of this statement is due to the fact that the job requires grass/weed mowing for areas that may be viewed by the public. Those areas may include a private residence, a vacant lot or commercial property. Mowing, trimming and cleaning debris are critical functions that cannot be compromised, and the contractor will be scrutinized for quality.

At this time the low, responsive and responsible bidder has not provided the required certificate of insurance. However, the requirement states that the certificate shall be submitted prior to commencement of work, and not necessarily when submitting a bid.

In the event that B & D Lawn Service, Inc., fails to meet the insurance requirement, the award shall default to JMV Lawn Care Service.

Staff, respectfully recommends that the bid for the City Weed and Grass Ordinance Enforcement be awarded to B & D Lawn Service, Inc., on a price per hour contract as indicated above, for the contract period of May 1, 2005 to October 1, 2006, and the Purchasing Agent be authorized to issue a Blanket Purchase Order to same.

Per specification, this service shall be extended past October 1, 2005, if warm weather prompts continued growth into the fall season. The bid includes an option to renew upon mutual agreement for two additional mowing seasons through October 1, 2007.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the bid be awarded to B & D Lawn Service, Inc. on a price per hour contract, and the Purchasing Agent authorized to issue a Blanket Purchase Order for same.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase a Replacement Electrical Circuit Breaker for the Water Treatment Plant

One of the main electrical circuit breakers at the Water Treatment Plant, identified as P4, has been experiencing an increased frequency of tripping out and disrupting the power supply to many of the critical pieces of equipment in the Main Process Building. This problem has been occurring with increased frequency for over a year.

Since the breaker has tripped with different electrical loads, weather conditions, and times of the year, the City electricians have held off recommending a replacement as they attempted to determine if there was a common cause of the problem.

It appears that there is no external cause of this problem, rather that the breaker is simply tripping on its own, most likely due to age. Each incident causes disruption in the treatment process and necessitates calling the electricians to reset the breaker. Hot weather is approaching, and a disruption of the treatment process on a peak demand day would be catastrophic.

Staff has requested quotations from different distributors and manufacturers of electrical circuit breakers, with the same or increased protection as the old breaker. The new circuit breaker would utilize the existing footprint of the existing switch gear, and add an interlock so the diesel generator can be "hard-wired" to the existing electrical system.

Staff has evaluated the price quotes from three vendors for the replacement breaker. The Square D brand of electrical breaker, supplied by Schneider Electric met all the criteria and was the lowest cost.

Staff respectfully requests that Council waive the formal bidding process and accept the quotation from Schneider Electric for the Square D circuit breaker in the amount of \$38,000, and the Purchasing Agent be authorized to issue a purchase order for same. Payment is to be made from Water Department Operation and Maintenance funds, Maintenance and Repair Supplies, (X50130-71080).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 53

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A SQUARE D CIRCUIT BREAKER FOR THE
WATER TREATMENT PLANT FROM SCHNIEDER ELECTRIC IN THE AMOUNT
OF \$38,000**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Square D Circuit Breaker for the Water Treatment Plant from Schnieder Electric in the amount of \$38,000.

Adopted this 25th day of April, 2005.

Approved this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Formal Bidding Process be waived, the Square D Circuit Breaker for the Water Treatment Plant be purchase from Schnieder Electric in the amount of \$38,000, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Additional Water Department Watershed Flowmeter/Samplers

The Water Department has been conducting studies on the City's lakes and watersheds for many years. Part of this work is to develop information about the amount of flow coming into the reservoirs and the level of nutrients found in this flow. Automated flowmeter/samplers have been used to collect samples at unmanned sites throughout the watershed at various times and conditions.

Various manufacturers had been used until eight years ago when the American Sigma brand became standard practice. There are many units deployed in the field at the farm drainage tile study and wetland sites.

American Sigma is now distributed in Illinois by Hach Company and Elan Industries. Staff purchased the original units from Elan. Since the City began using American Sigma Flowmeter/Samplers as standard equipment, City staff has solicited quotations from both Illinois distributors of this equipment.

The quotations were requested for the standard model and because many of the existing units are over five years old, information/pricing on options and upgrades to this model were also requested. Staff has analyzed the quotations and recommends the American Sigma Flowmeter/Samplers be purchased from Elan Industries, the provider of the lowest and best quotation. The individual units are \$7,403.97 each for a total of \$29,715.88 including freight charges, which is estimated to be \$100.

Staff respectfully requests that Council waive the formal bidding process and accept the quotation from Elan Industries in the amount of \$29,715.88 for the purchase of four American Sigma Flowmeter/Samplers, the Purchasing Agent be authorized issue a purchase order for same, and the Resolution adopted. Payment will be made with funds from the Water Department fixed asset account, F50130-72140.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 54

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF AMERICAN SIGMA
FLOWMETER/SAMPLERS FROM ELAN INDUSTRIES IN THE AMOUNT OF
\$29,715.88**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase American Sigma Flowmeter/Samplers from Elan Industries in the amount of \$29,715.88.

Adopted this 25th day of April, 2005.

Approved this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the formal bidding process be waived, the American Sigma Flowmeter/Samplers purchased from Elan Industries in the amount of \$29,715.88, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase of Replacement Chlorine Analyzers

The Water Department respectfully requests permission to purchase three new chlorine analyzers for the Water Treatment Plant. The replaced units will then be used as new monitoring sites for the distribution system. The Water Department has standardized on Hach Model CL17 for the continuous chlorine monitoring needs.

Staff respectfully requests permission to waive the formal bidding process and purchase the continuous chlorine monitors from Hach Company in the amount of \$8,237.07 and that the Purchasing Agent be authorized to issue a purchase order for same, with payment to be made from Water Department Fixed Asset funds, Maintenance and Repair Supplies, (F50300-72140).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 -55

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF REPLACEMENT CHLORINE ANALYZERS
FROM HACH COMPANY AT A PURCHASE PRICE OF \$8,237.07**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Replacement Chlorine Analyzers from Hach Company at a Purchase Price of \$8,237.07.

Adopted this 25th day of April, 2005.

Approved this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the formal bidding process be waived, the Replacement Chlorine Analyzers purchased from Hach Company in the amount of \$8,237.07, the Purchasing Agent authorized to issue a Purchase Order for same and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase a Transcorder for the Police Department Vice Unit

Staff respectfully requests permission to waive the formal bidding process and purchase one (1) Joey2 Transcorder and Synthesized Receiver/Recorder for the Vice Unit from Tactical Technologies Inc. The total cost for the equipment is \$5,410, and includes the Joey Transcorder, Synthesized Receiver/Recorder, free on-site training, and three year warranty. This transcorder will be used for investigations.

Funds for this purchase were received from Crime Detection Network, and was deposited in account F15110-57310, Fixed Asset Donations.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 56**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A TRANSCORDER FOR THE POLICE
DEPARTMENT VICE UNIT FROM TACTICAL TECHNOLOGIES, INC. IN THE
AMOUNT OF \$5,410**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Transcorder for the Police Department Vice Unit from Tactical Technologies, Inc. in the amount of \$5,410.

Adopted this 25th day of April, 2005.

Approved this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Formal Bidding Process be waived, the Transcorder for the Police Department Vice Unit purchased from Tactical Technologies, Inc. in the amount of \$5,410, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Playground Equipment

The Parks and Recreation Department budgets \$100,000 annually in the Fixed Asset Replacement Fund to replace playground equipment. This year staff would like to replace the modular units in Forrest Park and P.J. Irvin Park. These units are over fifteen (15) years old and do not meet Consumer Product Safety Commission (CPSC) and accessibility guidelines.

The Miracle Recreation Equipment Company and GameTime Company currently have spring sale flyers that offer significant savings on playground equipment. Parks and Recreation staff has selected two (2) modular units from Miracle Recreation, two (2) multi-pondos, and a double spring rider animal for a total price of \$25,838. One of the modular units is for 2-5 year olds and the larger unit is for the 5-12 age group.

The total savings on these units is \$4,010 and the shipping is included. These units would be placed in P.J. Irvin Park with the exception of one of the multi-pondos which will be installed in Forrest Park.

Staff selected a large modular unit from GameTime for Forrest Park, and would also like to purchase three (3) swings, a dinosaur spring animal, and a spring pod with this order. The delivered price on these items is \$54,318 after a discount of \$19,161. One of the swings would be used at P.J. Irvin Park.

The City would receive an excellent value for these two playgrounds with the sale prices. Staff respectfully requests that Council waive the formal bidding process, the quote of \$25,838 from Miracle Recreation Equipment Co. and \$54,318 from GameTime be accepted, and authorize the Purchasing Agent to issue purchase orders for same. These purchases, plus purchases made earlier this year leave a balance of \$11,141 in the Fixed Asset Replacement Fund for the purchase of playground equipment.

Respectfully,

Jerry Armstrong
Asst. Director Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 57

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT AT A PURCHASE PRICE OF \$25,838 FROM MIRACLE RECREATION EQUIPMENT CO. AND \$54,318 FROM GAMETIME

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase playground equipment at a Purchase Price of \$25,838 from Miracle Recreation Equipment Co. and \$54,318 from GameTime.

Adopted this 25th day of April, 2005.

Approved this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the formal bidding process be waived, the quote of \$25,838 from Miracle Recreation Equipment Co. and \$54,318 from GameTime for playground equipment be accepted, the Purchasing Agent authorized to issue purchase orders for same, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order #1 for Demolition of Buildings at 507, 507 ½, 508, 509-515, 510-516 North Roosevelt St.

On October 14, 2004, Council approved Accurate Site Specialists contract price of \$56,500 for the demolition of buildings at 507, 507 ½, 508, 509-515, 510-516 North Roosevelt St. Staff respectfully requests that Council approve Change Order #1 in the amount of \$9,533.65. Change Order #1 is as follows:

1. The original contract required the contractor to disconnect the services to the buildings in the street at two locations. When the contractor disconnected the water services it was discovered the buildings still had water to them. The Water Department was contacted and after further investigation the correct shut off valves were located. Disconnecting the water services at the correct locations also required the sidewalk in front of the buildings to be demolished and replaced by the contractor. Cost for this work was \$6,706.26.

2. The City had an old six foot brick sewer which ran under two of the buildings. Once the buildings were demolished, staff believed additional protection was needed for the sewer. To

provide this protection staff directed the contractor to use sand as back fill instead of clay. Cost for this work was \$2,827.39.

Staff believes that this work was in the best interest of the City, and respectfully recommends Council approve the Change Order to the Contract with Accurate Site Specialists in the amount of \$9,533.65 for a total contract amount of \$66,033.65.

Payment for this project will come from: \$59,327.39, Downtown TIF District Fund, # X40300-70850 and \$6,706.26, Water Dept. Repairs/Maintenance Infrastructure, # 50120-70550.

Respectfully,

James Hepperly
Director of P.A.C.E.

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 58

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$9,533.65 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND ACCURATE SITE SPECIALISTS FOR THE DEMOLITION
OF BUILDINGS**

WHEREAS, the City of Bloomington has previously entered into a contract with Accurate Site Specialists for the demolition of buildings; and

WHEREAS, for the reasons set forth in a staff report dated April 25, 2005 it was necessary to disconnect the water services at the correct locations, demolish and replace the sidewalk in front of the buildings, and use sand as back fill instead of clay for additional protection to brick sewers running under the demolished houses;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 25, 2005 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$9,533.65 in the contract between the City of Bloomington and be approved.

PASSED this 25th day of April, 2005.

ADOPTED this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order to the Contract with Accurate Site Specialists for the demolition of building be approved in the amount of \$9,533.65, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huetten.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of a Change Order to US Cellular Coliseum

Attached is a proposed change order for five items identified by the general contractor and architect as needed changes in the construction of the Coliseum. Three of the items involve Stark Excavating's contract and includes: 1.) sewer revisions at the loading dock; 2.) adding a water stop to the foundation walls; and 3.) adding grade beam as recommended by the Engineer. The remaining two items involve the contract of Kelly Glass and includes: 1.) adding glass guardrails as required by City Code; and 2.) adding retail door sidelight to door schedule.

The five items are relatively small in nature, for a total change order amount of \$22,333. Funding for this change order will come from the contingency fund set up for the construction of the Coliseum. The contingency fund contained \$1,000,000. Staff respectfully recommends that Council approve this change order to the contract with Johnston Contractors, Inc. in the amount of \$23,333 and the Resolution be adopted.

Respectfully submitted,

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 59

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$23,333 IN THE CONTRACT BETWEEN THE CITY**

OF BLOOMINGTON AND FOR THE U.S. CELLULAR COLISEUM

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the U.S. Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated April 25, 2005 it was necessary to: 1.) Make sewer revisions at the loading dock; 2.) add a water stop to the foundation walls; 3.) add grade beam as recommended by the Engineer; 4.) add glass guardrails as required by City Code, and 5.) add retail door sidelight to door schedule;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 25, 2005 memo was in the best interest of the citizens of the City of Bloomington;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$23,333 in the contract between the City of Bloomington and be approved.

PASSED this 25th day of April, 2005.

ADOPTED this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Crawford questioned the budget for this change order. He noted the \$1 million contingency. Tom Hamilton, City Manager, responded affirmatively.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order to the contract with Johnston Contractors, Inc. for the U.S. Cellular Coliseum in the amount of \$23,333 be approved and the Resolution be adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of a Change Order to US Cellular Coliseum for Mid Illinois Mechanical

This change order is a deduct of \$20,000 to the contract of Mid Illinois Mechanical. This deduct was for an alternate that was not accepted but mistakenly added to the Mid Illinois Mechanical contract. It is necessary to approve this change order in order to deduct this amount from the Mid Illinois Mechanical contract. Staff respectfully recommends that City approve a change order to the contract with Mid Illinois Mechanical in the amount of \$20,000, reducing the amount of the contract.

Respectfully submitted,

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order to the contract with Mid Illinois Mechanical for the US Cellular Coliseum be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for Unforeseen Soil Conditions at the U.S Cellular Coliseum

Johnston Contractors, Inc. has requested a change order to their contract for work associated with the removal of unsuitable and contaminated soil. The total amount of this change order is \$152,734. The unsuitable soil resulted in the need to construct additional pile lengths for the foundation. The contaminated soil was the result of an old gas station, and these soil conditions were not present during the soil borings that were taken early in the construction process.

This work was outside the contract of Johnston Contractors. It was outside of the contract because it was not known that these conditions existed prior to the signing of said contract. This amount will be added to the guaranteed maximum price and will be paid for out of the bond proceeds for the Coliseum. Staff respectfully recommends that Council approve a change order to the contract with Johnston Contractors, Inc. in the amount of \$152,734 and the Resolution adopted.

Respectfully submitted,

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 60

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$152,734 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE U.S.
CELLULAR COLISEUM**

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the U.S. Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated April 25, 2005 it was necessary to remove unsuitable and contaminated soil;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 25, 2005 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$152,734 in the contract between the City of Bloomington and Johnston Contractors, Inc. be approved.

PASSED this 25th day of April, 2005.

ADOPTED this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Crawford questioned if these two (2) change orders would be paid for with the bond issue. Tom Hamilton, City Manager, noted the difference between the two (2) change orders. The change order for unforeseen soil conditions was outside of the contract. Soil borings and excavations had been done. There was the added cost to dispose of the soil. He noted similar events in the past, such as the Police Department. The change order for the Pepsi Ice Center was initiated by City staff. The change would improve the use of the facility and improve climate control.

Alderman Crawford questioned the financing aspects. Mr. Hamilton noted that the contingency amount was included in the bond issue.

Alderman Schmidt noted the quarterly report. She cited the Guaranteed Maximum Price and the contingency fund which were a part of the bond issue. She requested an overview of all expenditures.

Motion by Alderman Schmidt, seconded by Alderman Crawford to suspend the rules to allow someone to speak.

Motion carried.

Mr. Hamilton noted that he was not expecting additional change orders. Bill Johnston, Johnston Contractors, addressed the Council. No funds would be spent without Council approval. He noted that \$22,000 had been spent out of the \$1 million contingency. He noted that there was \$40,000 outstanding in change orders. He expressed his opinion that the project was through the worst of it. He planned to keep Mr. Hamilton informed and change order information can be included in his report. He expressed his belief that the project was going well.

Mr. Johnston thanked Mayor Markowitz and Aldermen Whalen and Veitengruber for their service to the City.

Alderman Schmidt expressed her interest in the big picture. Alderman Crawford questioned the time line. Mr. Johnston noted that the project was approximately one (1) month off schedule. The winds had been a problem. The steel truces would be delivered tomorrow. They would be set in place on Thursday, April 28, 2005 and Friday, April 29, 2005. There was a thirty (30) day window to complete this task.

Alderman Schmidt expressed her appreciation of the monthly updates. Alderman Whalen noted that three percent (3%) of the contingency had been spent. It would be normal at this stage of the project to have spent five to ten percent (5 - 10%). Mr. Johnston noted that time had been given to find issues. There were weekly meetings between Mr. Hamilton, Mr. Nelson, Mr. Butler and himself. He expressed his opinion that his staff had done a fabulous job.

Motion by Alderman Schmidt, seconded by Alderman Crawford to return to order.

Motion carried.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order to the contract with Johnston Contractors, Inc. for unforeseen soil condition at the U.S. Cellular Coliseum in the amount of \$152,734 be approved and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Approval of a Change Order for the Pepsi Ice Center

Attached is a requested change order by Parks and Recreation staff regarding the entry way into the Pepsi Ice Center. The purpose of this change order is to rearrange some doorways and interior walls at the entry way to the public skating rink.

These change orders will result in a better separation between the actual skating area and the lobby where Parks and Recreation staff will be working. The rearrangement of the interior walls will increase the lobby area within the rink allowing users of the rink more room to put on skates and equipment, and to provide additional spectator area. Additionally, it will provide separation to a climate controlled area for the Parks and Recreation staff, preventing staff from being exposed to the constant cold air coming from the rink.

The total for this change order is \$34,282. Staff respectfully requests that Council approve this change order in the agreement with Johnston Contractors, Inc. for the Pepsi Ice Center, and the Resolution be adopted. Funding for this change order will come out of the public skating rink bond issue. Contingency funds for the public skating rink were included in the bond issue.

Respectfully submitted,

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 61

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$34,282 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE PEPSI ICE
CENTER**

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the Pepsi Ice Center; and

WHEREAS, for the reasons set forth in a staff report dated April 25, 2005 it was necessary to rearrange some doorways and interior walls at the entry way to the public skating rink;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 25, 2005 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$34,282 in the contract between the City of Bloomington and Johnston Contractors, Inc. for the Pepsi Ice Center be approved.

PASSED this 25th day of April, 2005.

ADOPTED this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order in the amount of \$34,282 to Johnston Contractors, Inc. for the Pepsi Ice Center be approved, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order for Headquarters Fire Station Remodel

Staff was approached by Felmley-Dickerson Company, the successful bidder for the Headquarters Fire Station remodel project, regarding an error that was made in the bidding for this project. The carpeting subcontractor missed a significant portion of the area to be carpeted, resulting in an underbid.

Negotiations were made, resulting in an agreement regarding the amended cost. The agreement provided a materials only additional payment and resulted in the amended cost remaining the lowest bid when compared to the other bidders. Staff believes this to be an honest mistake, for which Felmley-Dickerson Company and the carpet subcontractor, are sharing in the financial cost.

Staff respectfully requests that Council approve a change order in the additional amount of \$2,543 for this project, paid for from account #15210-72110.

Respectfully,

Keith A. Ranney
Fire Department

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order to Felmley-Dickerson in the amount of \$2,543 for the Headquarters Fire Station remodel project be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order for Two (2) Wheeled Coach Ambulances

At the January 24, 2005 Council meeting, Council approved the purchase of two (2) Wheeled Coach Ambulances. During the pre-delivery inspection, City staff identified minor changes to the warning light systems which will improve operational safety and visibility.

These changes include the replacement of lens covers on flashing emergency lights on the front fenders and in the front grill, exchanging turn signal lens, and adding reflectors to the curb side entry door to the patient care area.

These modifications increased the price of each unit by \$182 for a total increase of \$364. Staff respectfully requests that Council approve a change order in the amount of \$364 to Wheeled Coach Industries for changes in the warning light systems. Payment is to be made from the vehicle replacement fund account #F1521-72130.

Respectfully,

Keith A. Ranney
Fire Chief

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order in the amount of \$364 to Wheeled Coach Industries for changes in the warning light systems be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

April 25, 2005

1497

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order to the Information System, Interconnect Division B, Intersection of Veterans Parkway and Morrissey Drive to Fire Station #2

During the installation of this conduit system, which has recently been completed, City staff encountered items which resulted in additional costs. These additional costs are as follows:

1. The existing handholes and conduits were not at the anticipated locations, two additional handholes and an additional length of 2" conduit was required at an additional cost of \$2,989.61.
2. To determine the details of how the existing conduit exits the Fire Station, and to properly connect to the existing conduit, it was necessary to do exploratory excavation at an additional cost of \$600.
3. In order to avoid a possible conflict with an existing gas main, it was necessary to determine the exact location of the main at an additional cost of \$630.

Original Contract: \$28,261.22
This Change Order: 4,219.61
Completed Contract: \$32,480.83

These additions were not reasonably foreseeable at the time the contract was signed and were in the best interest of the City. As this additional work was necessary for the orderly and proper completion of this project, staff respectfully recommends that Council approve this Change Order in the amount of \$4,219.61.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order for the Information System, Interconnect Division B, Intersection of Veterans Parkway and Morrissey Drive to Fire Station #2, in the amount of \$4,219.61 be approved.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

**Nays: None.
Motion carried.**

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order to Citywide Telecommunications Assessment and Consultation

Staff respectfully requests Council approval to extend the existing contract with Technical Design Services, Inc. (TDSi) to provide a Citywide telecommunications assessment. During the February 28, 2005 meeting, Council approved a contract with Technical Design Services, Inc. to provide low voltage infrastructure design services for the US Cellular Coliseum.

TDSi has impressed City staff with their integrity and attention to detail on this project, and since they have a separate business division that provides telecommunications consulting, extension of the contract is logical and reasonable.

During the past several years, staff has been researching advancements in the telecommunications industry with an eye towards improving the City's communications infrastructure. During the past five years, fiber cabling and network hardware has been installed in preparation for this technology. Some of the goals to be achieved with an updated system include reduced cost, improved auditing capability, lower ongoing maintenance costs (i.e. City staff perform moves, adds, changes, etc. instead of local provider) and overall communication efficiencies.

Today's technology provides many options to improve efficiency. However, the many options and types of technology make it difficult to determine the best fit for the City's needs. Through discussions with many telecommunications vendors, staff has realized the importance of using a consultant that is not also attempting to sell their own product. The City would be best served by utilizing the services of an experienced independent consultant.

With Council approval of the US Cellular Coliseum construction, staff recognized the opportunity to begin implementation of the citywide telecommunication infrastructure upgrade. Although the updates that will eventually be proposed are for the entire City infrastructure, the Coliseum will provide an excellent starting point for the implementation, with future expansion into all City facilities.

This will also help make the Coliseum a technological showcase. Upon request, TDSi has provided a proposal for the assessment. TDSi proposes a three-phase project with Phase III being optional. Cost and scope of work for Phase III would be determined at a future date if the City chooses to use TDSi in this capacity. Description and costs for each phase are listed below:

Phase I	Current System Review, Operational Needs Assessment, Billing Audit and Future Strategies	Not to Exceed \$14,500 plus expenses
Phase II	Development of Request for Proposal and Competitive System Selection	Not to Exceed \$12,700 plus expenses
Phase III	Telecommunications System Implementation (TDSi would advocate for the City during implementation)	To Be Determined

Staff respectfully recommends that Council accept the proposal for telecommunication consulting services and that the service be added to the existing contract with Technical Design Services, Inc., and authorize the Purchasing Agent to issue a purchase order to TDSi for a total not to exceed \$27,200 (plus expenses). Funds are available in the Computer Services Building Repair and Maintenance account (G11610-70510). If it is determined that the City would benefit from TDSi involvement with Phase III - Implementation and Acceptance, staff would again come before Council seeking that authorization.

Respectfully,

Scott Sprouls
I.T. Manager

Kim Nicholson
Purchasing Agent

Brian Barnes
Finance Director

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 62

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$27,200 (PLUS EXPENSES) IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND TECHNICAL DESIGN SERVICES, INC. FOR A CITYWIDE TELECOMMUNICATIONS ASSESSMENT TO INCLUDE TELECOMMUNICATION CONSULTING SERVICES

WHEREAS, the City of Bloomington has previously entered into a contract with Technical Design Services, Inc. for a Citywide Telecommunications Assessment; and

WHEREAS, for the reasons set forth in a staff report dated April 25, 2005 it is necessary to include Telecommunication Consulting Services;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the April 25, 2005 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$27,200 (plus expenses) in the contract between the City of Bloomington and Technical Design Services, Inc. be approved.

PASSED this 25th day of April, 2005.
ADOPTED this 26th day of April, 2005.

Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Finnegan questioned if this was new wiring. Tom Hamilton, City Manager, noted that this was a different project. The only relationship between the two (2) projects was the firm performing the work. This firm was also performing work at the US Cellular Coliseum. He expressed his opinion that the new phone system would result in cost savings. He described this project as a piece of the communication puzzle. It has been a question of timing. It was the appropriate time to perform an independent, objective analysis and evaluation.

It was noted that this project was outside of the contract with Johnston Contractors.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Change Order to the Contract with TDSi to provide a Citywide Telecommunications Assessment to include Telecommunication Consulting Services be approved in an amount not to exceed \$27,200 (plus expenses), the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renewal of Agreement with HCH Administration, Inc.

The John M. Scott Health Care Commission, in their approval of the FY 2006 budget, recommended the extension of the agreement with HCH Administration, Inc. for third party administration of the Scott Prescription Medicine Program. The current agreement expires on April 30, 2005 and has the option of renewing for additional terms. Staff is requesting Trustee approval for the twelfth renewal to the Prescription Drug Expense Plan Administration Agreement, dated May 1, 1993.

The rationale for the continuation of this agreement is because of the decrease in costs of administering the prescription medicine program, while continuing to meet the demonstrated needs of clients needing prescription financing assistance. HCH Administration, Inc., is providing excellent service to the Scott Trust at a very reasonable cost.

Staff respectfully recommends that the agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Ruth Ann Sikora
Director, J.M. Scott Health Resources

Tom Hamilton
City Manager

**PRESCRIPTION DRUG EXPENSE PLAN ADMINISTRATION AGREEMENT
TWELFTH RENEWAL**

This Twelfth Renewal to the Prescription Drug Expense Plan Administration Agreement dated May 1, 2005 ("Agreement"), is made this first day of May, 2005 and the City of Bloomington, a municipal corporation, in its capacity as Trustee of the John M. Scott Care Trust ("Trust").

NOW, THEREFORE, IT IS AGREED, that the term of this Agreement shall be extended from May 1, 2005 to April 30, 2006.

The following fees apply to services rendered under this Agreement:

Rx Claims:

The Trust shall pay the Contract Administrator for such services provided by the Contract Administrator, for Rx claim processing at the following monthly rate per script:

May 1, 2005 - April 30, 2006

\$1.25

HCH ADMINISTRATION, INC.

CITY OF BLOOMINGTON AS
TRUSTEE

By: James D. Henson
Its President

By: Judy Markowitz
Its Mayor

Dated: May 27, 2005

Dated: April 26, 2005

ATTEST:

Tracey Covert

City Clerk

Dated: April 26, 2005

Motion by Alderman Crawford, seconded by Alderman Finnegan that the contract with HCH Administration, Inc. for third party administration of the Scott Prescription Medicine Program be approved and the Mayor and City Clerk be authorized to execute the necessary documents

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renewal of Contract with Peace Meal for the Provision of Home-Delivered Meals

The John M. Scott Health Care Commission, in their approval of the FY 2006 budget, recommended the renewal of a contract with Peace Meal Senior Nutrition Program for the preparation and delivery of home-delivered meals to frail, homebound residents living in and/or within one-half mile of the city limits of Bloomington.

The Scott Trust will be responsible for paying for meals delivered to persons residing outside of the city limits of Bloomington and Normal. The City has budgeted money to pay Peace Meals for meals delivered to persons residing within the city limits of Bloomington.

The rationale for continuing this contract is to support another agency equipped to provide this service at less cost to the Trust than the previous home-delivered meals program. This cooperative agreement has allowed Peace Meal to expand their home-delivered meals to additional people. In January 2005, Mobile Meals terminated their home delivered meals program. Peace Meals is providing home delivered meals to the former Mobile Meals clients.

Staff respectfully recommends that Council approve this contract, and further, that, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Ruth Ann Sikora
Director, John M. Scott Health Resources

Tom Hamilton
City Manager

AGREEMENT FOR FUNDING OF HOME-DELIVERED MEALS

This AGREEMENT by and between the CITY OF BLOOMINGTON, in its capacity as TRUSTEE OF THE JOHN M. SCOTT HEALTH CARE TRUST (hereinafter called the TRUST) and the BOARD OF TRUSTEES FOR EASTERN ILLINOIS UNIVERSITY and the PEACE MEAL SENIOR NUTRITION PROGRAM (hereinafter called PEACE MEAL) for funding of home-delivered meals.

WHEREAS, the TRUST has provided in its Budget an allocation for home-delivered meals to homebound individuals who reside in McLean County; and,

WHEREAS, PEACE MEAL is actively engaged in providing such a service under its authorization as a State University; and,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a CONTRACT for the period of May 1, 2004 through April 30, 2005 whereby PEACE MEAL agrees to prepare and deliver a hot noon meal delivered Monday through Friday (excluding Holidays of Peace Meal-- see Appendix A) to homebound adults and which would meet one-third of the Daily Recommended Dietary Allowance established by the Food and Nutrition Board of the National Research Council - National Academy of Sciences, (9th Revised Edition, 1980).

2. The TRUST, and the City of Bloomington agree to provide a sum of money to be paid to PEACE MEAL as follows:

For homebound residents living outside of the city limits of Bloomington, the TRUST will remit payment to PEACE MEAL at the end of every month commencing May 1, 2004 and ending April 30, 2005, said payments not to exceed a maximum cumulative annual amount of Seven thousand dollars (\$7,000). For homebound residents living within the city limits of Bloomington, the City of Bloomington will remit payment to PEACE MEAL at the end of every month commencing on May 1, 2004 and ending April 30, 2005 said payments not to exceed a maximum cumulative annual amount of Twenty-five thousand dollars (\$25,000). The monthly amount to be paid by the TRUST, and the City of Bloomington to PEACE MEAL shall be calculated based on the cost to PEACE MEAL of providing meals pursuant to this Agreement as said costs are detailed in the monthly statements required by paragraph 5.

3. PEACE MEAL agrees to provide an application screening service which identifies homebound adults who meet the eligibility criteria listed below for services financed by the TRUST:

- a. Resident living in McLean County, Illinois;
- b. Unable to prepare own meal;
- c. No one available to prepare meal for the individual;

- d. Adult of any age meeting criteria of a, b, and c above;
 - e. and other such requirements periodically established by the TRUST and PEACE MEAL staff.
4. PEACE MEAL agrees to provide individual nutrition assessments, counseling and education to reinforce the importance of sound nutrition. Special attention will be given to modified diets.
5. PEACE MEAL agrees to provide monthly statements listing the names of clients, dates of deliveries, total number of meals, and the cost for providing meals to homebound persons living outside of the city limits of Bloomington and within the city limits of the City of Bloomington.
6. PEACE MEAL agrees to provide the TRUST with a FINAL REPORT to accompany the last monthly statement. The FINAL REPORT will list:
- a. The number of individual adults served meals during the contract period and financed by the TRUST, and the City of Bloomington;
 - b. Demographic information on individuals served meals through TRUST, and the City of Bloomington.
7. This AGREEMENT may be terminated for any of the following reasons:
- a. At the request of the TRUST upon thirty days written notice;
 - b. At the request of PEACE MEAL upon thirty days written notice.
8. It is understood that the terms of this CONTRACT include all the agreements made by PEACE MEAL and the TRUST regarding home-delivered meals to homebound adults, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.
9. Severability: If any provision of this CONTRACT shall be held invalid or unenforceable, the remainder of this CONTRACT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

April 25, 2005

1505

CITY OF BLOOMINGTON AS TRUSTEE

Judy Markowitz,
Mayor

April 26, 2005

ATTEST:

Tracey Covert
City Clerk

April 26, 2005

BOARD OF TRUSTEES FOR EASTERN ILLINOIS
UNIVERSITY AND THE PEACE MEAL SENIOR
NUTRITION PROGRAM

Blair M. Lord, Provost and VP for Academic Affairs
May 10, 2005

Jeffrey L. Cooley, VP for Business Affairs
May 11, 2005
Eastern Illinois University Representative

Michael Shroder, Project Director
May 16, 2005

CONTRACT REVIEWED BY:

Todd Greenburg
Legal Department
City of Bloomington

May 2, 2005

APPENDIX A
HOLIDAY SCHEDULE FOR PEACE MEAL

May 1, 2004 -- April 30, 2005

May 31, 2004-----Memorial Day

July 5, 2004-----Independence Day

September 6, 2004-----Labor Day

November 25 and 26, 2004-----Thanksgiving Holidays

December 24, 2004-----Christmas Holiday

December 31, 2004----- New Year's Holiday

January 17, 2005-----Martin Luther King Jr. Holiday

February 21, 2005-----Presidents' Birthday

March 25, 2005-----Good Friday

Alderman Sprague questioned the contract amount. Tom Hamilton, City Manager, informed the Council that there were two (2) contracts. One (1) would be City funded and the other by the Scott Health Center. Ruth Ann Sikora, Director - Scott Health Resources, noted the \$500 increase.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the contracts with Peace Meal Senior Nutrition Program for the preparation and delivery of home-delivered meals to frail, homebound residents living in and/or with one-half mile of the city limits of Bloomington, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Renewal of Contracts with Hospitals for Outpatient Services

The John M. Scott Health Care Commission, in their approval of the FY 2006 budget, recommended the renewal of contracts with BroMenn Health Care and OSF Healthcare System for the provision of hospital outpatient services to the indigent McLean county residents, who meet Scott Trust eligibility guidelines. The rationale for this recommendation is as follows:

1. In Fiscal Year 1993-1994, new procedures were established for the funding of hospital outpatient services. The hospitals agreed to perform all of the screening, collect co-payments from the patients, reduce charges to Illinois Department of Public Aid rates for the Trust, and keep statistics on the number of persons served. At the end of the fiscal year, a report is sent to the Trust, at which time payment is made to the hospital.
2. This procedure eliminated a tremendous amount of staff time, paperwork, phone calls, postage, printing cost, etc. In effect, the new procedures provide the ability to distribute

the dollars in a more efficient manner, resulting in service to a greater number of persons. Hospital administrators have appreciated the revised method.

Staff respectfully recommends that Council approve these contracts, and further that, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Ruth Ann Sikora
Director, John M. Scott Health Resources

Tom Hamilton
City Manager

AGREEMENT FOR FUNDING OF HOSPITAL SERVICES

This AGREEMENT by and between the CITY OF BLOOMINGTON, in its capacity as TRUSTEE OF THE JOHN M. SCOTT HEALTH CARE TRUST (hereinafter called "TRUST") and BROMENN HEALTHCARE (hereinafter called "HOSPITAL") for funding of hospital outpatient and emergency room services.

WHEREAS, the TRUST has provided in its budget an allocation for hospital outpatient services to indigent McLean County residents; and,

WHEREAS, the HOSPITAL is actively engaged in providing such services;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a CONTRACT for the period of May 1, 2005 through April 30, 2006 whereby the HOSPITAL agrees to discount the cost of covered services for patients meeting the guidelines of the TRUST, which include:

General Guidelines:

- a. Persons who have been McLean County residents for at least one year;
- b. Persons who have been living in McLean County for at least four months and with the intent to establish residency; or
- c. Transients requiring assistance due to an accident or illness which by its nature precludes prompt travel.

Unless qualified as stated above, university or college students may not be applicants. Living in McLean County for the sole purpose of attending school shall not be sufficient reason to establish residency or the intent to establish residency.

Income Guidelines: (185% of Federal Poverty Level)

a. Family size	Income
1	\$17,705
2	\$23,736
3	\$29,767

4	\$35,798
5	\$41,829
6	\$47,860

- b. Assets must be less than \$1,000 per person up to a maximum of \$2,000 per household.

Covered services:

- a. Emergency room
 - b. Outpatient services
 - c. No maternity coverage will be available
2. The approved disbursement procedures will be as follows:
- a. Eligibility for TRUST financing will be determined by HOSPITAL.
 - b. All determinations must be made within sixty days of first billing.
 - c. A completed financial statement along with current pay stub and/or tax return will be needed to determine eligibility.
 - d. A co-payment of Twenty-five dollars (\$25.00) will be due from the patient for each account as established by the Hospital, at the time the discount is given.
 - e. HOSPITAL will use per diem rate used by Illinois Department of Public Aid for payment for TRUST funds.
 - f. Remainder of account will be adjusted off to TRUST write off.
 - g. There will be no established limit on times a patient can qualify for TRUST assistance.
 - h. HOSPITAL Patient Accounts will keep a log book recording all transactions and disbursements of TRUST funds.
3. The TRUST agrees to provide Ten Thousand dollars (\$10,000) to be paid to the HOSPITAL as follows:
- HOSPITAL will submit an end of the fiscal year report and invoice to the TRUST, on or before April 30, 2006. This report will itemize the services provided by the HOSPITAL. The TRUST will reimburse the HOSPITAL following receipt of the invoice.
- Should the Trust elect to distribute more than Ten Thousand dollars (\$10,000) per fiscal year, the Trust will notify the Hospital in sufficient time to allow for distribution prior to year end.
4. This AGREEMENT may be terminated for any of the following reasons:
- a. At the request of the TRUST upon thirty days written notice;
 - b. At the request of the HOSPITAL upon thirty days written notice.
5. It is understood that the terms of this CONTRACT include all the agreements made by HOSPITAL and the TRUST regarding outpatient and emergency room services, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

6. Severability: If any provision of this CONTRACT shall be held invalid or unenforceable, the remainder of this CONTRACT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Judy Markowitz
Mayor April 26, 2005

ATTEST:

Tracey Covert
City Clerk April 26, 2005

BROMENN HEALTHCARE

Roger Hunt
Administrator May 8, 2005

CONTRACT REVIEWED BY:

Todd Greenburg
Legal Department May 2, 2005
City of Bloomington

AGREEMENT FOR FUNDING OF HOSPITAL SERVICES

This AGREEMENT by and between the CITY OF BLOOMINGTON, in its capacity as TRUSTEE OF THE JOHN M. SCOTT HEALTH CARE TRUST (hereinafter called "TRUST") OSF Healthcare System, an Illinois not-for-profit corporation having its corporate office in Peoria, Illinois, owner and operator of St. Joseph Medical Center, located and doing business in Bloomington, Illinois (such system and Medical Center are hereinafter collectively referred to as "OSFHS") for funding of hospital outpatient and emergency room services.

WHEREAS, the TRUST has provided in its budget an allocation for hospital outpatient services to indigent McLean County residents; and,

WHEREAS, OSFHS is actively engaged in providing such services;
IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a CONTRACT for the period of May 1, 2005 through April 30, 2006 whereby OSFHS agrees to discount the cost of covered services for patients meeting the guidelines of the TRUST, which include:

General Guidelines:

- a. Persons who have been McLean County residents for at least one year;
- b. Persons who have been living in McLean County for at least four months and with the intent to establish residency; or
- c. Transients requiring assistance due to an accident or illness which by its nature precludes prompt travel.

Unless qualified as stated above, university or college students may not be applicants. Living in McLean County for the sole purpose of attending school shall not be sufficient reason to establish residency or the intent to establish residency.

Income Guidelines: (185% of Federal Poverty Level)

- | | |
|----------------|----------|
| a. Family size | Income |
| 1 | \$17,704 |
| 2 | \$23,735 |
| 3 | \$29,766 |
| 4 | \$35,797 |
| 5 | \$41,828 |
| 6 | \$47,859 |
- b. Assets must be less than \$1,000 per person up to a maximum of \$2,000 per household.

Covered services:

- a. Emergency room
- b. Outpatient services
- c. No maternity coverage will be available

2. The approved disbursement procedures will be as follows:

- a. Eligibility for TRUST financing will be determined by OSFHS.
- b. All determinations must be made within sixty days of first billing.
- c. A completed financial statement along with current pay stub and/or tax return will be needed to determine eligibility.
- d. A co-payment of Twenty-five dollars (\$25.00) will be due from the patient for each account as established by OSFHS, at the time the discount is given.
- e. OSFHS will use the rate used by Illinois Department of Public Aid for payment for TRUST funds.
- f. Remainder of account will be adjusted off to TRUST write off.
- g. There will be no established limit on times a patient can qualify for TRUST assistance.
- h. OSFHS Patient Accounts will keep a log book recording all transactions and disbursements of TRUST funds.

3. The TRUST agrees to provide Ten Thousand Dollars (\$10,000) to be paid to OSFHS as follows:

OSFHS will submit an end of the fiscal year report and invoice to the TRUST, on or before April 30, 2006. This report will itemize the services provided by OSFHS. The TRUST will reimburse OSFHS following receipt of the invoice.

Should the Trust elect to distribute more than Ten Thousand dollars (\$10,000) per fiscal year, the Trust will notify OSFHS in sufficient time to allow for distribution prior to year end.

4. This AGREEMENT may be terminated for any of the following reasons:

- a. At the request of the TRUST upon thirty days written notice;
- b. At the request of OSFHS upon thirty days written notice.

5. It is understood that the terms of this CONTRACT include all the agreements made by OSFHS and the TRUST regarding outpatient and emergency room services, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

6. Severability: If any provision of this CONTRACT shall be held invalid or unenforceable, the remainder of this CONTRACT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Judy Markowitz
Mayor

April 26, 2005

ATTEST:

Tracey Covert
City Clerk

April 26, 2005

OSF HEALTHCARE SYSTEM/ST. JOSEPH MEDICAL CENTER

Kenneth J. Natzke
Administrator

May 13, 2005

CONTRACT REVIEWED BY:

Todd Greenburg
Legal Department
City of Bloomington

May 2, 2005

Motion by Alderman Crawford, seconded by Alderman Finnegan that the contracts with BroMenn Health Care and OSF Healthcare System for the provision of hospital outpatient services to indigent McLean county residents be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Cooperative Agreement Between the McLean County Soil and Water Conservation District and the City of Bloomington

Attached is the Annual Agreement between the City and the McLean County Soil and Water Conservation District for services promoting conservation practices in the Lake Bloomington and Evergreen Lake watersheds.

The Agreement calls for the City to pay the District \$58,534 annually. This is a 4% increase over last year's contract. These funds pay for the employment of Jim Rutherford at the District, and his sole responsibility is to assist the City in all of its conservation endeavors in the watersheds.

Jim Rutherford has been invaluable to the City over the last several years for his discussions with farmers in the watershed. These discussions included conservation practices; how sediment and nutrient runoffs in the watershed can be controlled, and in assisting staff at the Lake in finding tile locations, so that other programs may be continued that are designed to improve water quality in the watersheds.

Additionally, Jim oversees City participation in the Conservation Reserve Program, Nutrient Sampling Program in Money Creek and Six Mile Creek, Nutrient Management Program,

Development of an Artificial Wetland at Lake Bloomington, and represents City interest on the Mackinaw River Watershed Planning Committee.

Staff believes that this Agreement has been very positive for the City in the past, and will continue to be positive in the future. Jim Rutherford's services have allowed the City to continue a very comprehensive Lake Management and Watershed Management program, particularly at Lake Bloomington. His services are necessary to continue those efforts for the next several years. These funds are in the approved Water Department Budget and staff respectfully recommends that Council approve the Agreement as presented.

Respectfully submitted,

Tom Hamilton
City Manager

**COOPERATIVE AGREEMENT
BETWEEN THE MCLEAN COUNTY SOIL & WATER CONSERVATION DISTRICT
AND THE CITY OF BLOOMINGTON**

This agreement is entered into on this 1st day of May, 2005, by and between the McLean County Soil and Water Conservation District and the City of Bloomington, Illinois to provide financial assistance to the District. The term of this agreement is for one (1) year, commencing May 1, 2005 and ending April 30, 2006.

PURPOSE AND OBJECTIVE:

The City of Bloomington (the "City") desires to cooperate with the McLean County Soil and Water Conservation District (the "District") to encourage, promote and establish conservation practices in the Lake Bloomington and Evergreen Watershed areas to keep the soil on the land and out of the lakes.

THE CITY AGREES TO DO THE FOLLOWING:

1. The City will pay to the District in four (4) equal quarterly installments during the said term the total sum of fifty eight thousand five hundred thirty four dollars (\$58,534.00).

THE DISTRICT AGREES TO DO THE FOLLOWING:

1. The District shall apply said sum to administrative expenses, employment of a Watershed Soil Conservationist and to soil conservation educational programs and promotions.
2. The District shall prepare and submit to the City quarterly reports showing the application and manner of use of funds paid to it by the City.

IT IS MUTUALLY AGREED:

1. The agreement shall be effective on the date appearing in the first paragraph and shall continue in effect through April 30, 2006.
2. Ninety (90) days prior to the expiration of said term, the City will consider renewal of the agreement for an additional one-year term.
3. The agreement may have terminated by either party hereto by written notice to the other party at least 90 days in advance of the effective date of termination.

MCLEAN COUNTY SWCD**THE CITY OF BLOOMINGTON**

BY: Mike Kelley
Chairman

Judy Markowitz
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Agreement with Bloomington Normal Airport Authority of McLean County for the Dedication of a Sewer Easement

On November 22, 2004, Council approved an Annexation Agreement with The Sanctuary of Bloomington-Normal L.L.C. for the Links at Ireland Grove Road Subdivision. The sanitary trunk sewer to serve this development will cross property owned by the Bloomington/Normal Airport Authority of McLean County. The developers of the Links have negotiated an

agreement with the Airport Authority to purchase a sewer easement at the rate of \$14,000 per acre. The easement is 0.6 acres in area, requiring a payment of \$8,400.00.

The completed sewer will be owned and maintained by the City, therefore, the easement needs to be obtained in the City's name. The Sanctuary of Bloomington-Normal L.L.C. will supply the check for \$8,400.00 to pay the Airport Authority. The agreement also contains provisions as follows:

1. If the sewer ever needs to be relocated, the City will pay to relocate it. As the sewer is near the edge of the flight path, it is unlikely this would become necessary.
2. The Airport Authority may have one sewer tap-on at no charge. Staff suggests that this be clarified in a letter of understanding that the one allowed tap-on shall not contribute more than 3000 gallons per day to the sewer system.

Staff has reviewed the agreement and finds it to be in order. Staff respectfully requests that Council approve the agreement with Bloomington Normal Airport Authority of McLean County and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

AGREEMENT FOR DEDICATION OF SEWER EASEMENT

BLOOMINGTON NORMAL AIRPORT AUTHORITY OF MCLEAN COUNTY, ILLINOIS, a municipal corporation, does hereby agree to dedicate to the City of Bloomington, an Illinois municipal corporation, an Easement for the exclusive purpose of locating therein a sanitary sewer.

In consideration for this Sewer Easement the City of Bloomington agrees to pay Bloomington Normal Airport Authority of McLean County, Illinois the sum of FOURTEEN THOUSAND AND NO/100 (\$14,000.00) DOLLARS per acre.

Attached to this Agreement is copy of the Easement Plat reflecting its location and the total acreage involved in the Easement.

As further consideration for this Easement the City of Bloomington agrees that the Bloomington Normal Airport Authority of McLean County, Illinois shall be entitled to have one "tap on" to the sanitary sewer which will be located within the subject easement without the payment of any tap on fee.

Subject to the provisions of the attached Airport contract requirements.

IN WITNESS WHEREOF the parties have executed this Agreement this 10th day of March, 2005.

Bloomington Normal Airport Authority of
McLean County, Illinois

By: Neale McCormick
Its Chairman

City of Bloomington, a municipal
corporation

By: Judy Markowitz,
Its Mayor

PART V. AIRPORT CONTRACT REQUIREMENTS

Items 1 - 7 were stricken from the document.

8. The Owner reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. (FAA Order 5190-6A - AGL-600)

9. The Owner reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. (FAA Order 5190.5A AGL-600)

10. This (lease) shall be subordinate to the provisions of and requirements of any existing or future agreement between the (Owner) and the United States, relative to the development, operation, or maintenance of the airport. (FAA Order 5190.6A - AGL 600)

11. The Lessee (licensee, permittee, contractor, etc.) Agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the (leased); premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased) premises. (FAA Order 5190.6A - AGL-600)

12. There is hereby reserved to the (Owner), its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (leased). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the (official name) Airport. (FAA Order 5190.6A - AGL600)

13. The Lessee (Licensee, permittee, contractor, etc.) By accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure of object nor permit the growth of any tree on the land leased hereunder above a mean seal level

elevation of "0" feet. In the event the aforesaid covenants are breached, the Owner reserves the right to enter upon the land hereunder and to remove the be at the expense of the Lessee. (FAA Order 519.6A - AGL-600)

14. The Lessee (licensee, permittee, contractor, etc.) By accepting this (lease agrees for itself, its successors, and assigns that it will not make use of the (leased) premises in any manner which might interfere with the landing and taking off of aircraft from (official name) Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Owner reserves the right to enter upon the premises hereby (leased) and cause the abatement of such interference at the expense of the Lessee. (FAA Order 5190.6A - AGL-600)

15. This (lease) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency. (Surplus Property Act 1944 - FAA Order 5190-6A - AGL-600)

16. It is clearly understood by the Lessee or Permittee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Assurance 22 - FAA Order 5190.6A - AGL-600)

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Sewer Easement Agreement with Bloomington Normal Airport Authority of McLean County be approved contingent upon a letter of understanding that the one allowed tap-on shall not contribute more than 3000 gallons per day to the sewer system and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Retain Farnsworth Group to Provide Professional Services for the Preparation of a Preliminary Study for the Location and Sizing of the Main Branch Kickapoo Pump Station, Force main and Gravity Sewer

Staff has negotiated a proposed contract with Farnsworth Group to provide professional services for the preparation of a preliminary study for the location and sizing of the Main Branch Kickapoo Pump Station, Force main and Gravity Sewer. It is anticipated that the pump station will be located on, or near, the Main Branch of Little Kickapoo Creek, most likely between Cheneys Grove Road and Ireland Grove Road. The scope of services includes:

1. Evaluate the drainage basin and potential service area for the sizing and siting of the pump station for an anticipated 20 year design life
2. Evaluate sizing and potential alignments for the force main.
3. Evaluate sizing and potential alignments for trunk sewers.
4. Provide a final report of alternatives considered.

Staff has reviewed the proposal from Farnsworth Group to provide civil engineering services on a time and material basis for a total fee not to exceed \$50,500 and finds it acceptable. Funds to perform this study are included in the current (2004-2005) Capital Improvement budget.

Staff respectfully recommends that Council approve a contract with Farnsworth Group to provide civil engineering services for a total fee not to exceed \$50,500, and that the Mayor and City Clerk be authorized to execute the necessary documents, and further that payment be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Alderman Sprague questioned the location of the pump station. Tom Hamilton, City Manager, informed the Council that it would be located east of Towanda Barnes Rd. It would provide additional capacity to the land east of Towanda Barnes Rd. Alderman Sprague questioned when development would occur east of Towanda Barnes Rd. Mr. Hamilton noted that a study would be completed which would take approximately one (1) year. The City would take a similar approach to this development as it had with Fox Creek Country Club Subdivision.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Contract with Farnsworth Group to provide civil engineering services for Kickapoo Preliminary Study at a total cost not to exceed \$50,476 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Intergovernmental Agreement with the Village of Downs for Commercial Building Inspections

Since March of 2002, the City has agreed to provide commercial building inspection services to the Village of Downs upon request. The City charges private commercial developers directly for the service according to the same fees which would be paid for similar inspections in the City.

The proposed Intergovernmental Agreement would provide the same services until April 1, 2007, and may be terminated by either party upon thirty days notice.

Staff respectfully recommends that the Intergovernmental Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

James Hepperly
Director of P.A.C.E.

Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

AGREEMENT FOR COMMERCIAL BUILDING INSPECTION SERVICES

THIS AGREEMENT is entered into by and between the Village of Downs and City of Bloomington.

WHEREAS, the Village of Downs is municipal corporation in the State of Illinois with authority to inspect commercial buildings within its corporate limits; and

WHEREAS, the City of Bloomington is a home rule unit of local government within the State of Illinois; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, the Village of Downs and the city of Bloomington may associate by intergovernmental agreement for the delivery of services in any manner not prohibited by law; and

WHEREAS, no law prohibits the City of Bloomington from providing commercial building inspection services for commercial buildings constructed within the Village of Downs.

NOW THEREFORE, in consideration of the mutual promises contained herein and pursuant to authority granted by the Illinois Constitution, the Village of Downs and the City of Bloomington agree as follows:

1. That the City of Bloomington shall, upon request from the Village of Downs, provide a Building Inspector to the Village of Downs for the purpose of inspecting commercial buildings constructed within the Village of Downs to determine compliance with the Village codes and ordinances.
2. The City of Bloomington will provide commercial building inspection services as provided herein in accordance with the fee schedule for similar inspections in the City of Bloomington. Such fees shall be paid directly by the private commercial developer at the time building plans are delivered to the City of Bloomington for review.
3. During the term of this Agreement, any Inspector provided by the City of Bloomington shall be considered an employee of the City of Bloomington and not an employee of the Village of Downs.
4. This Agreement may be terminated by either party upon thirty (3) days written notice. This Agreement will expire on April 1, 2007.
5. Upon termination of this Agreement the City of Bloomington shall complete any and all commercial building inspections for which plans have been submitted and fees paid prior to such termination.
6. The City of Bloomington agrees to indemnify, defend and hold harmless the Village of Downs from any civil liability which may arise as a result of claims filed against the Village of Downs for actions taken by the loaned Commercial Building Inspector pursuant to the terms of this Agreement including but not limited to Workers Compensation Claims.
7. That with regard to third party claims neither the Village of Downs nor the City of Bloomington waive any immunities provided pursuant to the Local Governmental and Governmental Employees Tort Immunity Act of common law.

8. The provisions of paragraphs 6 and 7 shall survive termination of this Agreement and continue until any outstanding claim is totally resolved.

Done this 7th day of April, 2005.

Village of Downs

City of Bloomington

Jeffrey A. Schwartz,
Mayor

Judy Markowitz,
Mayor

ATTEST:

ATTEST:

Amy Oyer
Village Clerk

Tracey Covert
City Clerk

SEAL

SEAL

Date: April 7, 2005

April 26, 2005

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Intergovernmental Agreement for Commercial Building Inspection Services with the Village of Downs be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huetten.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Intergovernmental Agreement with the Village of Downs for Sanitary Sewer Purposes

Residents of the Village of Downs are currently served by private septic systems rather than a sanitary sewer system. The Village is currently in the process of designing a sanitary sewage collection system which will bring the waste to a common point and then pumped through a

force main to the Southeast Wastewater Treatment Plant of the Bloomington-Normal Water Reclamation District. The plant is located on County Highway 36 in Randolph Township.

These plans also involve the City, since the facilities planned by the Bloomington-Normal Water Reclamation District to service the Village of Downs will also treat sewage which would be generated as the City annexes property to the east and south of its corporate limits.

The City intends to construct a pump station to carry the sewage from the Kickapoo Creek drainage basin through a force main to the west which discharges to the existing collection system for the City. Long-term development includes a gravity sewer to the south, generally following the Kickapoo Creek alignment. Once this gravity sewer is completed, the original force main pump station will be abandoned.

Construction of the gravity main along the Kickapoo Creek will necessitate the construction of a sanitary sewer through the Village of Downs. It is anticipated that this sanitary sewer will be extended south to a pump station to be located near the intersection of Towanda Barnes Road and County Highway 36. Waste would be pumped from the pump station via a force main along County Highway 36 approximately 8800 lineal feet to a point at which flow would travel by gravity to the Southeast Wastewater Treatment Plant. A minimum 36-inch diameter gravity sewer will be constructed along County Highway 36 to convey the flow from the force main to the Treatment Plant. Sharing the facilities to be constructed will result in cost savings for both Downs and Bloomington.

The proposed Intergovernmental Agreement provides that Downs will obtain easements, necessary land, financing, permits, design and construction of the shared facilities. The City will reimburse Downs its share of allocated flow capacity for easement acquisition, engineering, legal and construction costs for the project. Based on anticipated flow capacity, the Village of Downs will be responsible for 15 percent; the City will be responsible for 85 percent.

The pump station will be sized for future use by the City. Certain shared components of the pump station which include the building, electrical service, land acquisition and easements shall be shared on an equal basis. Separate wet wells, pump equipment, valves, piping and controls will be constructed for the Village and for the City and each shall pay for said equipment separately and independently.

The parties agree that the City will operate the pump station under contract with the Village at a to be determined fee until the City constructs its wet wells and installs its pumping equipment. At such time as the pump station is operational for the City's use, the City will assume full operation and maintenance costs of the facility. (An estimate of pump station costs is identified in Exhibit A to the Agreement.)

Staff respectfully requests that the Intergovernmental Agreement with the Village of Downs for Sanitary Sewer Purposes be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Doug Grovesteen
Director of Engineering

Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNS AND
THE CITY OF BLOOMINGTON FOR SANITARY SEWER PURPOSES

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Village of Downs is an Illinois municipality with authority pursuant to Article VII, Section 10 of the Illinois Constitution 1970 to enter into intergovernmental agreements; and

WHEREAS, the City of Bloomington and the Village of Downs desire to enter into an intergovernmental Agreement for the purpose of providing a framework for future sewer improvements to serve the City of Bloomington and the Village of Downs; and

WHEREAS, the Village of Downs and the City of Bloomington both have the authority pursuant to Illinois law to provide sanitary sewer service facilities for their residents; and

WHEREAS, the Village of Downs and the City of Bloomington both find it in the best interests of the health, safety and welfare of their respective citizens to enter into this Intergovernmental Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Agreed Facts. The Village of Downs currently does not have a sanitary sewage collection system to serve the residents of Downs. Residents of the Village of Downs are currently served by private septic systems. While many of these septic systems that do not meet applicable legal standards. The Illinois Environmental Protection Agency has been actively working with the Village of Downs towards the end of installing a sanitary sewage collection system and treatment of said sewage. The Village of Downs is currently in the process of design for a sanitary sewage collection system that will bring the waste to a common point and then be pumped through a force main to the Bloomington-Normal Water Reclamation District Southeast Wastewater Treatment Plant located on County Highway 36 in Randolph Township. Construction of the Downs collection system is currently scheduled for completion in December 2008.

The City of Bloomington is considering annexation of new property into the corporate limits which property is to the east and south of the current corporate limits. Bloomington-Normal Water Reclamation District is submitting a facility planning area modification request to the Illinois Environmental Protection Agency to encompass several new areas including property under consideration for annexation to the City of Bloomington, south and east of the current corporate limits. Approval of the modified facility planning area by the Illinois Environmental

Protection Agency will allow the Bloomington-Normal Water Reclamation District to expand sanitary sewer service into the areas described in the facility planning area. Included in this expansion area is the property south and east of the current corporate limits of the City of Bloomington which new area is located in a currently unsewered drainage basin being the Kickapoo Creek drainage basin.

The City of Bloomington intends to construct a pump station to carry the sewage from the Kickapoo Creek drainage basin through a force main to the west discharging to an existing collection system for the City of Bloomington. Plans for the long term development include a gravity sewer to the south generally following the Kickapoo Creek alignment. Upon completion of the gravity sewer to the south along the creek alignment, the original pump station, identified above, will be abandoned. Construction of the gravity sewer south along the Kickapoo Creek alignment will necessitate the construction of the sanitary sewer through the Village of Downs along the Kickapoo Creek. It is anticipated that this sanitary sewer will be extended south to a pump station to be located near the intersection of Towanda Barnes Road and County Highway 36. Waste would be pumped from the pump station via a force main along County Highway 36 approximately 8800 lineal feet to a point at which flow would travel by gravity to the new Bloomington Normal Water Reclamation District Southeast Wastewater Treatment Plant. A minim 36-inch diameter gravity sewer will be constructed along County Highway 36 to convey the flow from the force main to the Southeast Wastewater Treatment Plant.

The parties find that sharing the facilities to be constructed, as described above, results in cost savings both for the Village of Downs and the City of Bloomington. Shared facilities shall be described in greater detail as the project progresses, however, the parties currently find that the 36-inch gravity sewer along Kickapoo Creek and County Highway 36 will have a mutual benefit for the parties. Additionally, the pump station and force main will mutually benefit the parties. Additionally, the pump station as well as land acquisitions and easements, electrical service and building construction will also be of mutual benefit.

The Village of Downs currently is financing its sanitary sewer project through an Illinois Environmental Protection Agency Revolving Loan Programs that provides for a 20 year term at low interest rates currently at 2.5 percent. The parties desire to use this loan program for their mutual benefit for the construction of the above described project.

2. Points of Agreement.

A. The Village of Downs will obtain easements, obtain necessary land, financing, permitting, design and construction of the shared facilities preliminarily identified above.

B. The City of Bloomington will reimburse the Village of Downs, its share of allocated flow capacity for the following expenses: easement acquisition, engineering, legal and construction costs incurred for the project.

C. Cost sharing for the project shall be 15 per cent for the Village of Downs and 85 per cent for the City of Bloomington based on anticipated flow capacity requirements as follows:

Village of Downs 2.35 million gallons per day; City of sanitary sewer pipe. If the size of the pipe increases or decreases then the allocation of costs shall be adjusted proportionately.

D. The portion of shared sanitary sewer pipe is identified in Exhibit A attached hereto and incorporated herein by reference.

E. With regard to the pump station the parties agree that the pump station will be sized for future use by the City of Bloomington. Certain shared components of the pump station which include the building, electrical service, land acquisition and easement shall be shared on an equal basis. Separate wet wells, pump equipment, valves, piping and controls will be constructed for the Village and for the City and each shall pay for said equipment separately and independently. The parties agree that the City of Bloomington will operate the pump station under contract with the Village at a to be determined fee until the City of Bloomington constructs its wet wells and installs its pumping equipment. At such time as the pump station is operational for the City's use, the City will assume full operation and maintenance costs of the facility. An estimate of pump station costs is identified in Exhibit A attached hereto and incorporated herein by reference.

3. The parties agree that this Intergovernmental Agreement expresses an intent for future cooperation pursuant to the provisions set forth herein. The parties further agree that this Intergovernmental Agreement shall be amended from time to time in order to incorporate additional details as design of the sewer facilities proceeds, the parties obtain advise and concurrence from the Illinois Environmental Protection Agency and implementation issues are addressed.

4. The City of Bloomington and the Village of Downs both agree to use their best faith efforts to assist the Bloomington-Normal Water Reclamation District in amending the facility planning area for the Bloomington-Normal Water Reclamation District.

City of Bloomington

Village of Downs

By: Judy Markowitz
Mayor

Jeffrey A. Schwartz
Mayor

ATTEST:

ATTEST:

Tracey Covert
City Clerk

Amy Oyer
Village Clerk

(EXHIBIT A ON FILE IN THE CITY CLERK'S OFFICE)

Alderman Sprague questioned the City's responsibility for eighty-five percent (85%) of the cost of this project. Tom Hamilton, City Manager, informed the Council that the City was responsible for the over sizing. The City's sewer would connect to the Village's end. Action must be taken now. Both municipalities would be able to tag on to an

IEPA, (Illinois Environmental Protection Agency), loan. Payment will be made from the City's sewer fund.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Intergovernmental Agreement with the Village of Downs for Sanitary Sewer Purposes be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Redevelopment Agreement with Castle Properties LLC

Attached is a proposed redevelopment agreement with Castle Properties LLC. This redevelopment agreement is designed to provide \$215,000 in tax increment financing (TIF) assistance for the redevelopment of the upper floors of the Castle Theater. The total cost of the redevelopment is \$762,900. The TIF funds represent 28% of this total. This is about the average amount of assistance that the City has provided toward downtown redevelopment projects.

Specifically the tax increment funds are to be used to provide new elevators for the building and to assist with window replacement. Both of these elements are critical needs of the building and but for these improvements the redevelopment could not be done. The proposed agreement provides the financial assistance over the next three years.

Section 4F of the agreement shows how these funds would be distributed over the next three years. The distribution is shown as \$72,000 by June 1, 2005, an additional \$71,500 on or before June 1, 2006 and then the final payment of \$71,500 on or before June 1, 2007. The TIF fund can easily afford to support this project given the current fund balance and the historical amounts that are being deposited into the fund. This past year approximately \$900,000 was deposited into the downtown TIF fund.

The upper floors of the Castle Theater are being redeveloped for residential uses. Various layouts are being proposed that show up to three apartment units on each floor. Thus, up to 12

dwelling units could be provided under the terms of this agreement. The proposal also states that the project is to be completed by April 30, 2006.

This would be the second assisted project in the Castle Theater building. The first resulted in the rehabilitation of the theater portion of the building, with the City providing \$385,126 to this project. The total cost of that project was just under \$851,000. This means upon completion of the upper stories, the City will have provided a little over \$600,000 in redevelopment assistance to this building. The theater has been a successful operation since opening and it is projected that given the involvement of Mr. Slotky, Fred Wollrab and Dennis Knobloch that the remaining portion of the project will also be successful.

Staff respectfully recommends that Council approve the redevelopment agreement for the Castle Theater with Castle Properties of Bloomington LLC.

Respectfully submitted,

Tom Hamilton
City Manager

**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT
REDEVELOPMENT PLAN - CASTLE PROPERTIES RENOVATION
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**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT REDEVELOPMENT PLAN
CASTLE PROPERTIES RENOVATION**

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EXHIBIT "A" -	Downtown Redevelopment Plan
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**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT REDEVELOPMENT PLAN
CASTLE PROPERTIES RENOVATION**

THIS AGREEMENT, entered into on or as of the _____ day of _____ 2004, by and between the CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation (which altogether with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 109 East Olive Street, Bloomington, Illinois, and Castle Properties of Bloomington, L.L.C., an Illinois Limited Liability Company, hereinafter called "Redeveloper," whose address is 209 E. Washington, Bloomington, Illinois 61702.

WITNESSETH:

WHEREAS, the City has in effect a program for the reconstruction of part of a Redevelopment Project Area known as the Downtown Bloomington Redevelopment Project Area in the City, pursuant to Ch. 24, Sec. 11-74.4-1, *et seq.* of the Illinois Revised Statutes, "Tax Increment Allocation and Redevelopment Act" (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Downtown Bloomington Redevelopment Project Area, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City to achieve the objectives of the Plan and in accordance with the uses set forth therein intends to assist the Redeveloper in the redevelopment of the top four (4) floors of a commercial building known as the Castle Theater, located at 209 E. Washington and related improvements (hereinafter described as the "Project") which property is hereinafter called the "Project Site"; and

WHEREAS, the City believes that the redevelopment of the Project Site pursuant to the Plan is in the vital and best interests of the City and the health, safety, moral and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws,

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS.

A. Definition of Terms. Certain terms used in this Agreement shall have the following meanings unless their context or use clearly indicates otherwise.

“Act” means the Tax Increment Allocation and Redevelopment Act, Chapter 24, 11-74.4-1 et seq. of the Illinois Revised Statutes and as it is amended and supplemented from time to time.

“Agreement” means this Contract for Private Redevelopment pursuant to the Bloomington, Illinois, Downtown Bloomington Tax Increment Redevelopment Plan.

“Certificate of Completion” means the certificate issued by the City pursuant to section 5F as hereinafter set forth which evidences completion of the Project in full compliance with the terms of this Agreement.

“City” means the City of Bloomington, Illinois.

“Construction Plans” means the detailed plans, drawings, specifications and related documents for the construction of the Project. Said plans shall be no more detailed or extensive than construction plans ordinarily utilized for comparable work in the Bloomington-Normal area.

“Estimated Cost of Project” means the cost of the Project as estimated as of the date of this Agreement and as reflected on Exhibit “C” attached hereto.

“Events of Default” shall mean those occurrences, actions or lack of action, which shall be construed to be a breach or failure to perform pursuant to the terms of this Agreement.

“Plan” means the Downtown Bloomington Redevelopment Plan as adopted by the City pursuant to the Act in the basic form attached hereto as Exhibit “A”.

“Project” means the redevelopment of the top four (4) floors of the Castle Theater and related improvements on the Project Site.

“Project Site” means the property described in Exhibit “B” upon which the Project is to be constructed.

“Public Improvements” means the removal and replacement of sewers, water mains, storm water detention, sidewalks and curbs, as more fully described in the construction plans.

“Redeveloper” shall mean Castle Properties of Bloomington, L.L.C., an Illinois Limited Liability Company.

“Redevelopment Project Area” means the Downtown Bloomington Tax Increment Project Area, as adopted by the City, which is described in Exhibit “D” attached hereto.

B. Construction of Words. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

C. Non-Limitation of City's Remedies. This Section shall in no way limit the remedies of the City pursuant to other Sections of this Agreement and pursuant to law and equity in the Event of Default.

SECTION 2: TAXES.

Redeveloper's Covenants. In order to assure the proper flow of tax revenues anticipated pursuant to the Plan and this Agreement, the Redeveloper covenants that it will promptly and timely pay all real estate taxes generated on the Project Site which are legally owned, if any, when due.

SECTION 3. COVENANTS AND RESTRICTIONS.

A. Property Subject to Plan. The Redeveloper agrees to make the Project Site subject to the terms, covenants, building and use restrictions, and conditions in the Plan as originally adopted by the City on December 22, 1986, approved December 23, 1986. It is understood that the Project presented to the City by the Redeveloper, who is the subject of this Agreement, is in conformity with said Plan.

B. Non-discrimination. The Redeveloper agrees for itself and its successors and assigns, and every successor in interest to the Project Site or the Project, or any part thereof, that the Redeveloper and such successors and assigns shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age, or natural origin in the sale, lease or rental, or in the use of occupancy of the Project Site and the Project or any improvements erected or to be erected thereon, or any part thereof.

C. Duration of Covenants. It is intended and agreed that the covenants provided in Section 3A of this Agreement shall remain in effect from the date of the Agreement until its expiration.

D. Guarantees. The Redeveloper agrees for itself, its successors and assigns and every successor in interest to the Project Site or the Project or any part thereof, that the Redeveloper and such assigns shall guarantee the redevelopment of the Project through the construction of the Project thereon, and that such construction shall, in any event, be begun and completed in the period of time specified in Section 5D herein, subject to the provisions of Section 11 herein.

E. Covenants Running with the Land. It is intended and agreed that for the duration specified in Section 3C above, the covenants set forth above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, its successors and assigns; and against the Redeveloper, its successors and assigns and every successor in interest to the Project Site or the Project or any part thereof or any interest therein, and any party in possession or occupancy of the Project or any part thereof.

SECTION 4: CITY'S OBLIGATIONS.

The City agrees to reimburse Redeveloper, its successors or assigns for project costs as provided in this Section, subject to the limitations provided herein.

A. Source of Funds. All reimbursements shall be paid solely from the Downtown Bloomington Tax Increment Fund. No other revenues or funds of the City may be used for such reimbursement.

B. Limitations on Reimbursement. Reimbursements under this Agreement shall not exceed \$215,000.00 plus interest at the prevailing interest rate as charged in McLean County, Illinois on said amount over a term of three (3) years and shall consist of direct cash contributions. Reimbursements may be made only from real property taxes and sales taxes (hereinafter referred to as "Tax Increment") created within the Downtown Bloomington Redevelopment Area.

C. Documentation of Expenditures. All costs of the Project, in order to qualify for reimbursement, must be submitted to the City Manager of the City for review and approval. Said costs shall be approved if consistent with this Agreement and the Act, and consistent with costs for similar work in the Bloomington-Normal area.

D. Expenditures Eligible for Reimbursement. Reimbursement will be made for the following Project expenses and no other:

1. Redevelopment project costs allowed by Section 11-74.4-3(q)(1), (2) and (3) of the Act, including:

- (a) Acquisition and installation of passenger elevator;
- Purchase and installation of all exterior windows.

2. All costs reasonable, necessary or incidental to the costs enumerated in the above Section 4D(1).

E. Duration of Reimbursement Obligation. The City's obligation to reimburse under this Section shall terminate upon reimbursement of \$215,000.00 plus interest at the prevailing interest rate as charged in McLean County, Illinois on said amount over a term of three (3) years. The aforesaid reimbursement shall take the form of direct cash contributions

F. Reimbursement Payments. The City will make reimbursement payments to Redeveloper over a period of three consecutive years as follows:

1. The sum of \$72,000.00 plus accrued interest as described in Subparagraph E above on or before June 1, 2005.
2. The sum of \$71,500.00 plus accrued interest as described in Subparagraph E above on or before June 1, 2006.

3. The sum of \$71,500.00 plus accrued interest as described in Subparagraph E above on or before June 1, 2007.

Redeveloper shall submit to City a Request for Reimbursement thirty (30) days in advance of the aforesaid dates in addition to a statement showing the percentage of completion in each of the areas of work shown on Exhibit "C" (Construction Costs) attached hereto and made a part hereof. City shall make payment of the aforesaid amounts not later than thirty (30) days after June 1 of each year.

SECTION 5: REDEVELOPER'S OBLIGATIONS AND RIGHTS.

A. Conformance to Construction Plans and Final Site Plan. All work with respect to the Project to be constructed or provided by the Redeveloper on the Project Site shall be in substantial conformity with the Construction Plans on file with the City.

B. Conformance to Federal, State and Local Requirements. All work with respect to the project shall conform to all applicable Federal, State and local laws, regulations, and ordinances including, but not limited to, building codes and life safety codes. Prevailing wage rates shall apply to all work that is paid for by funds provided by the City.

C. Changes in Construction Plans. If the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects the appearance, function or structural integrity of the Project, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the change, conform to the requirements of the Plan, meet all applicable legal requirements and do not create a substantial change in the nature or aesthetics of the Project, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. Provided, if such change is not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Redeveloper, such change will be deemed approved.

D. Time Limitations. The construction of improvements referred to herein shall commence by May 1, 2005, and shall be substantially completed by April 30, 2006.

E. Improvements Commencement and Completion Requirements.

1. Commencements. The Redeveloper agrees for itself and its successors and assigns, that it shall promptly begin and diligently prosecute the completion of the redevelopment of the Project Site through the construction of the Project thereon pursuant to the approved Construction Plans and in accordance with approved changes.

2. Remedies. In addition to all the remedies available provided by this Agreement, the City shall have all remedies available pursuant to law and equity to remedy defects subparagraphs B and E1 immediately proceeding.

F. Certificate of Completion. Promptly after completion of the Project in accordance with the provisions of this Agreement, the City will execute and deliver to the Redeveloper a Certificate

of Completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and their successors and assigns that the construction of the Project is completed. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof. Such certification shall not constitute evidence that the Redeveloper, and their successors and assigns have complied with the applicable provisions of federal, state and local laws, regulations and ordinances.

G. Form of Certification. The certification provided for in Section 5F shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, McLean County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement, or is otherwise in default and what measures or steps it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City.

H. Progress Reports. Until construction of the Project has been completed, the Redeveloper shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. Organization and Authorization. The Redeveloper has power to enter into and by proper action execute and deliver this Agreement.

B. Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of or any offering or disclosure statement made or to be made on behalf of the Redeveloper or of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the Project Site or assets of the Redeveloper.

C. Estimated Costs. The Estimated Cost of the Project is set forth in Exhibit "C" attached hereto.

D. Changes in Acquisition or Construction of Project. No changes shall be made in the acquisition or construction of the Project, which will have the effect of impairing the effective use or character of the Project as contemplated by this Agreement unless previously approved by the City.

E. Conformance with Requirements and Regulations. The Redeveloper has examined and is familiar with all the covenants, conditions, restrictions, building regulations and zoning ordinances and land use regulations including those contained herein affecting the Project Site and the Project and that the Construction Plans and Construction of the Improvements in accordance with the Construction Plans will in all respects conform to and comply therewith.

SECTION 7: ADDITIONAL COVENANTS OF THE REDEVELOPER.

A. Operation of Project. The Redeveloper will at all times operate the Project so that it constitutes a "Project" within the meaning of the Act and the Plan.

B. Indemnification Covenants. The Redeveloper agrees for itself and its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising: (i) from the conduct or management of, or from any work or thing done on the Project, (ii) any breach or default on the part of the Redeveloper or its obligations under this Agreement, (iii) any act or negligence of the Redeveloper or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper, or (v) any violation by the Redeveloper or any other person on behalf of the Redeveloper of State or Federal securities law in connection with the offer and sale of limited partnerships in the Redeveloper or any part of the Project. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof, including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the Redeveloper has specifically authorized the employment of the counsel.

C. Maintenance and Repair. The Redeveloper agrees that it will keep the Project in good maintenance and repair as required by applicable City Codes.

D. Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitation of the performance of this Agreement.

SECTION 8: CONSTRUCTION OF THE PROJECT.

Redeveloper shall cause construction of the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and in all respects in compliance with all applicable laws, rules, permits,

requirements and regulations of any governmental agency or authorities having or exercising jurisdiction over the Property or the Improvements and will not cause, permit or allow any substantial deviations from the Plans without the prior written consent of the City.

SECTION 9: EVENTS OF DEFAULT AND REMEDIES.

A. Events of Default. The following shall be Events of Default with respect to this Agreement.

1. If any material representation made by the Redeveloper in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper, in writing and delivered to the City pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Default in the performance or breach of any covenant contained in this Agreement concerning the Redeveloper; or

3. Default in the performance or breach of any other covenant, warranty or obligation of the Redeveloper in this Agreement and continuance of such default or breach for a period of thirty (30) days after Redeveloper has received written notice by certified or registered mail thereof; or

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Redeveloper in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Redeveloper for any substantial part of their property, or ordering the winding-up or liquidation of their affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

5. The commencement by the Redeveloper of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by any such entity of any assignment of the benefit of creditors or the failure of the Redeveloper generally to pay such entity's debts as such debts become due or the taking of action by the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default.

1. Except as provided in subparagraph A2 of this Section or as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such default or breach, and, in any event, with sixty (60) days after receipt of such notice. If such action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or

desirable in its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

2. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder; and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

C. Agreement to Pay Attorney's Fees and Expenses.

In the event that Redeveloper should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Redeveloper herein contained, the Redeveloper agrees that it will on demand therefor pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

In the event the City should default under any of the provisions of this Agreement and the Redeveloper shall employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of the performance of any obligations or agreements on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Redeveloper the reasonable fees or such attorneys and such other expenses so incurred by the Redeveloper.

SECTION 10: OTHER RIGHTS AND REMEDIES OF THE CITY; NO WAIVER BY DELAY.

A. No Waiver by Delay. Any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be contained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the City, with respect to any other defaults by the Redeveloper under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except the extent specifically waived in writing by the City.

B. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default of breach by the other party. No waiver made by either such party with respect to the

performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 11: DELAY IN PERFORMANCE.

For the purposes of any of the provisions of this Agreement except with regard to payment of real estate tax as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Project for Redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of Federal, State or local governments, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or of the Redeveloper with respect to construction of the Project as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

SECTION 12: EQUAL EMPLOYMENT OPPORTUNITY.

The Redeveloper, for itself and its successors and assigns, agrees that during the Construction of the Improvements provided for in this Agreement that the following will apply:

A. Non-discrimination. The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin in violation of any applicable law. The Redeveloper will require affirmative action in any redevelopment contracts it lets to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. Advertising. The Redeveloper will, in all solicitations or advertisements for employees on the Project placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Non-Compliance. In the event of the Redeveloper's non-compliance with the non-discrimination clauses of this Section, this Agreement may be canceled, terminated, or suspended in whole or in part.

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14: CONFLICT OF INTEREST.

No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

SECTION 15: NOTICES.

All notices required and provided for in this Agreement shall be sent to the following parties on behalf of the City and the Redeveloper:

To the City:

Mayor's Office
City Hall
109 East Olive Street
Bloomington, IL 61701

With copies to Corporation
Counsel and to Redeveloper:

Castle Properties of Bloomington, L.L.C.
Attn: Ben Slotky
209 E. Washington Bloomington, IL 61701

Darrell L. Hartweg Attorney at Law
207 W. Jefferson, Suite 400
Bloomington, IL 61702-0397

All notices shall run from the date received, and all notices shall be delivered by certified or registered mail.

SECTION 16: ILLINOIS LAW.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

SECTION 17: COUNTERPARTS.

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

SECTION 18: CONTINGENCIES.

This Contract for Private Redevelopment shall be expressly contingent upon the following:

1. The Redeveloper obtaining a loan from a private commercial lender in the amount of Five Hundred Forty-seven Thousand Nine Hundred (\$547,900.00) Dollars at the prevailing interest rate in McLean County, Illinois, and secured by a second mortgage on 209 E. Washington Street by not later than May 1, 2005.
2. In the event that Redeveloper is unable to obtain the fulfillment of the aforesaid contingency by the date noted above, the Redeveloper may elect to terminate this Contract for Private Redevelopment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and cause their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation,

By: Judy Markowitz, Mayor

ATTEST:

Tracey Covert, City Clerk

REDEVELOPER: Castle Properties of Bloomington, L.L.C. an Illinois Limited Liability Company,

By: Ben Slotky, Being a Member of said Limited Liability Company.

**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT
REDEVELOPMENT PLAN — CASTLE PROPERTIES RENOVATION**

EXHIBIT "A" Downtown Redevelopment Plan

ON FILE WITH CITY CLERK

**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT
REDEVELOPMENT PLAN — CASTLE PROPERTIES RENOVATION**

EXHIBIT "B" Description of Project Site

The Project Site is the top four (4) floors of the property commonly known as the Castle Theater, 209 E. Washington Street, Bloomington, Illinois.

**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT
REDEVELOPMENT PLAN — CASTLE PROPERTIES RENOVATION**

EXHIBIT "C" Cost
Projection

Plans and permits	\$3,500.00
Site preparation and demolition	15,000.00
Dumpster Rental	5,000.00
Elevator	110,000.00
Elevator shaft preparation	5,000.00
Floor framing, elevator shaft, mechanical room	3,600.00
Interior wall framing	
Includes all framing, drywall, taping, mudding and painting for all floors	20,000.00
Insulation and ceiling covering	
Includes suspended ceilings in the mechanical rooms	5,000.00
Doors and trim	
Includes security doors between each floor, all interior doors for each unit, and trim work in kitchens & baths	10,000.00
Plumbing	
Includes two full bathrooms with fixtures per floor	50,000.00
Heating and air conditioning	
Includes new furnaces and air conditioning for all four floors	50,000.00
Electrical	
Includes service to building, panel to each floor, IP fees, interior conduit and fixtures	55,000.00
Stairwell repair	
Includes necessary repair work to ensure front and back stairwells are code-compliant	30,000.00
Kitchen cabinets and specialties	
Includes cabinetry, kitchen appliances and washer/dryer	45,000.00
Painting and floor/ceiling covering	
Includes sandblasting interior walls, brick work and repair, coating and sealing of concrete floors, coating and sealing of metal ceiling	50,000.00
Windows	150,000.00
Sprinklers	27,800.00

Intercom System	15,000.00
Legal and accounting	10,000.00
Architect and engineering	3,000.00
General contractor fee	75,000.00
Contingencies	<u>25,000.00</u>
TOTAL	762,900.00

**CONTRACT FOR PRIVATE REDEVELOPMENT
PURSUANT TO THE BLOOMINGTON, ILLINOIS
DOWNTOWN BLOOMINGTON TAX INCREMENT
REDEVELOPMENT PLAN — CASTLE PROPERTIES RENOVATION**

EXHIBIT "D"

Description of Downtown Bloomington Tax Increment
Redevelopment Project Area

ON FILE WITH CITY CLERK

Alderman Sprague questioned if a general contractor had been selected for this project. Tom Hamilton, City Manager, responded negatively.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Redevelopment Agreement with Castle Properties of Bloomington LLC be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of City Council

From: Staff

Subject: Acquisition of Part of 2603 E. Washington Street

The City needs to acquire a small piece of the property located at 2603 E. Washington Street for the installation of traffic signals at the intersection of Hershey Road and Washington Street. Linda Love owns this property. The City needs a small triangular parcel containing 252 square feet at the northwest corner of her property and a temporary construction easement to restore the

property following completion of the road work. There is a large Colorado spruce tree on the land being acquired that will be removed to make way for the street improvements.

Ms. Love has agreed to sell the land to the City for a \$15,500. Staff had the property appraised prior to entering into discussions with Ms. Love and this is within the range of compensation recommended by the appraiser. \$10,000 of the payment is for damages to the remainder. It was the appraiser's opinion that the installation of the traffic signal mast arm and the loss of the tree would likely reduce the overall value of the property.

Staff believes this fairly compensates the owner for the taking and respectfully recommends Council approve the contract and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Seller: Linda L. Love, Trustee

Buyer: City of Bloomington

Social Security No. or FEIN

Social Security No. or FEIN

Address: 2603 E. Washington Street

Address: 109 E. Olive Street

City/State/Zip: Bloomington, IL 61704

City/State/Zip: Bloomington, IL 61701

Attorney/Telephone/Fax:

Attorney/Telephone/Fax: **Hannah Eisner**

Street, P.O. Box:

Street, P.O. Box: **109 E. Olive Street**

City/State/Zip:

City/State/Zip: **Bloomington, IL 61701**

Current Mortgage Holder/Loan #/Address/Telephone

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Linda L. Love, as Trustee of the Linda L. Love Trust dated February 19, 2002, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit:

A part of Lot 83 in the Second Addition to Williamsburg Estates Subdivision to the City of Bloomington, according to the Plat thereof recorded February 24, 1976, as Document No. 76-1954, in McLean County, Illinois more particularly described as follows: Beginning at the Northwest Corner of said Lot 83. From said Point of Beginning, thence south 25.00 feet along the West Line of said Lot 83; thence northeast 31.60 feet along a line which forms an angle to the right of 39°-14'-41" with the last described course to a point on the North Line of said Lot 83 lying a chord distance of 20.00 feet easterly of the Point of Beginning; thence westerly 20.00 feet along said North Line being the arc of a curve concave to the south with a radius of 386.27 feet and said 20.00 foot chord of said arc forms an angle to the right of 52°-15'-34" with the last described course to the Point of Beginning, containing 252 square feet, more or less, = 0.006 acre, more or less.

~~with improvements, commonly known as _____ located thereon, to Buyer, who agrees to pay \$5,500.00 therefor and an additional \$10,000.00 for damages to the remainder in the manner following: \$ _____ (inclusive of earnest money) upon the execution of this Contract:~~

~~_____ A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8;~~

~~_____ B. To be held in escrow until closing;~~

~~_____ C. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~and the remainder by cashier's check, certified funds or the equivalent on or before the 13th day of May, 2005, and on receipt of deed.~~

2. EVIDENCE OF TITLE: ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ *Buyer shall obtain* written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. DEED AND POSSESSION: Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 13th day of May, 2005. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

4. **INSURANCE:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** ~~Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, the Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within 15 days from receipt of the re-proration computation (or receipt of the actual real estate tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds. Seller shall pay all general real estate taxes assessed for 2004 and Buyer shall pay all such taxes for 2005 and subsequent years.~~

6. **ENCUMBRANCES:**

- A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded. Buyer shall pay all fees charges by the Seller's lender for the preparation of the mortgage release documents.
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted)

8. **FINANCING:** (Deleted)

9. **TERMITE PROVISION:** (Deleted)

10. **EQUIPMENT & INSPECTIONS:** (Deleted)

11. **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:** (Deleted)

12. **SELLER'S WARRANTIES:**

Seller hereby provides the following warranties:

- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
- ~~B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and~~

~~mechanical systems built into the premises are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;~~

~~C. Additional Warranties:~~

13. ADDITIONAL PROVISIONS:

- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
- E. Time is of the essence of this Contract;
- F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
- G. *Buyer will plant one tree on Seller's property to replace trees that will be removed as a result of Buyer's construction activity. Seller acknowledges that the purchase price stated in this contract includes compensation for the trees and that the replacement tree will not be the same size or variety of the trees that will be removed. Seller further agrees that Buyer shall have no responsibility for the care and maintenance of the trees after they are planted.*
- H. *Seller will give Buyer a temporary easement that gives Buyer the right to enter Seller's property for the purpose of grading, filling and shaping Seller's property to match the new street improvements and to construct a new driveway approach. The temporary easement shall be granted on the terms and conditions set forth in the "Temporary Working Easement" attached hereto as Exhibit A and incorporated herein by reference and shall be given for no additional consideration.*

14. ESCROWEE: (Deleted)

15. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by _____, _____ attorney.

17. **SETTLEMENT:** Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.) ~~Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report prior to the time the Contract was signed and said report is incorporated herein by reference.~~ _____

19. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect to:

A. Retain the downpayment (including earnest money) as full compensation for all lost (in which event the earnest money will be treated as liquidated damages), or

B. Pursue any available remedy.

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar January 27, 1999 with the exception of language contained in the following paragraphs: 2, 5 and 18.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

Linda Love
May 12, 2005

Judy Markowitz
April 26, 2005

ATTEST:

Tracey Covert, City Clerk

TEMPORARY WORKING EASEMENT

The undersigned, Linda L. Love, Trustee of the Linda L. Love Trust dated February 19, 2002, hereinafter referred to as "Grantor", grants, conveys, quit claims and dedicates to the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as "Grantee", a temporary working easement across the property for the purpose of grading shaping and otherwise restoring the said property following the construction of public improvements in and about the intersection of Hershey Avenue and Heartland Drive, in Bloomington, Illinois:

Beginning at a point lying 43 feet right of Station 23+27 on the Transit Line for Hershey Road as shown on the Plans for Hershey Road Widening in the City of Bloomington, Illinois; thence north to a point lying 43 feet right of Station 23+64 on said Transit Line; thence east to a point lying 62 feet right of Station 23+64 on said Transit Line; thence south to a point lying 62 feet right of Station 20+27 on said Transit Line; thence west to the Point of Beginning.

The grant of this Easement is subject to the following terms and conditions:

1. Grantee shall have through its employees, agents and/or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.
2. Grantee agrees will restore any part of the easement area disturbed by its activities to its pre-existing condition, including but not limited to regrading, reseeding, and replacing landscaping materials in such areas, replacing any driveway and/or sidewalk surface with like materials and replacing any fencing disturbed by City's activities.
3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above-described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.
4. This easement shall remain in effect from the date of execution until one (1) year from the date of acceptance of the public improvements for which this easement was required are accepted by the City.
5. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and incur to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this _____ day of _____, 2005.

Linda L. Love, Trustee of the Linda L. Love
Trust dated February 19, 2002

By:_____

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Contract for the Sale of Real Estate between the City and Linda Love for part of 2603 E. Washington Street, be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

April 25, 2005

1551

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renewal of Lease for Postal Substation

The U.S. Postal Service has asked to lease the Postal Substation in the Market Street Garage for another five (5) years. The current lease expires May 31, 2006. The current rent is \$12,000 per year. Staff negotiated a new rental amount of \$13,800 per year for the new lease, effective June 1, 2006 and ending May 31, 2011, for a total of five years. All else remains the same.

Staff respectfully recommends that the new five year lease with the U.S. Postal Service be approved.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Finnegan that the five (5) year lease with the U.S. Postal Service for the Postal Substation in the Market Street Garage be approved in the amount of \$13,800 per year, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Miller Park Playground Renovation OSLAD Grant and Professional Services

The 2006-07 Parks and Recreation Capital Improvement Budget contains a project for the renovation of the Miller Park playground area in Miller Park.

Miller Park has been the “flagship” park of our community for over one hundred years and has seen many changes and improvements over these years. The playground area and miniature golf course need major renovations in order to keep this park at the level the community expects.

In recent years, the City has been able to concentrate on many of the park systems deficiencies noted in the 1997 Park and Recreation Open Space Plan with a series of new parks including Tipton Park, McGraw Park, Clearwater Park, White Oak Park, Walt Bittner Park, and renovations to Fell Park. It is now time to focus attention to Miller Park and some of the renovation needs.

The Miller Park playground receives perhaps the most use of any playground in the system. This use comes not only from our own community and neighborhoods, but from around the state as people visit Miller Park for family events and the Miller Park Zoo. The playground and its equipment are now eighteen years old and do not meet all of the Consumer Product Safety Commission (CPSC) Guidelines, nor the current ADA requirements for handicapped accessibility.

In 2002, City staff worked with Thompson Dyke and Associates to prepare a renovation concept plan for the playground and center core area. This project would include: 1.) a large, new, totally accessible playground; 2.) a new water spray ground, similar to McGraw and Tipton Parks; 3.) new and improved safety crosswalks; 4.) two picnic areas; 5.) gazebo; 6.) new Zoo entry; 7.) landscape improvements, and 8.) parking improvements.

Several years ago, Miller Park Beach had to be closed, which removed the opportunity for visitors to experience a water play feature. With the advent and popularity of spray grounds, City staff believes that a spray ground will bring back to Miller Park a quality water experience. In addition, a local service organization has indicated, but not confirmed, a high degree of interest in raising \$200,000 to assist with the handicapped playground. This would be the only 100% accessible playground in the community. It should be noted that this project will not include the replacement of the miniature golf course, but will permit an area for a future miniature golf, should that be desirable.

Since this project will not be started until the fall of 2006, City staff has the opportunity to apply for another \$400,000 matching OSLAD Grant to assist with the funding. The deadline for the next round of OSLAD Grants is this July 1, 2005. The budget estimate for this project is \$1,000,000 with \$400,000 from OSLAD, \$400,000 from CIF and \$200,000 from private funding.

The timeline for this project would be as follows: 1.) submit the grant application July 1, 2005, 2.) receive notice of grant award January of 2006, and 3.) design development in spring of 2006, with construction to follow in the summer of 2006.

City staff has negotiated a contract and fee for the preparation of the OSLAD Grant in the amount of \$8,750 with out of pocket expenses not to exceed 12%. The recommendation is to retain Thompson Dyke & Associates (TD&A) for several reasons: 1.) work on this project has begun and TD&A is also currently working on the Miller Park Zoo Master Plan, (there will be a need to efficiently coordinate with both plans); 2.) TD&A has successfully prepared six OSLAD

grants for the City over the past seven years and awarded for a total of \$2,100,000; and 3.) TD&A's designs have been very creative and diverse, while careful not to create repetition in design from park to park. Their quality design work has been well received by the users. City staff has concluded that not only has TD&A prepares quality grants, and that these plans for the parks and facilities have been recognized by the Illinois Department of Natural Resources (IDNR) as such, with attention to details and to the park user.

The Council should be aware that the authorization to submit an OSLAD Grant commits the City to completing the project in a two year period should the grant be awarded.

In summary, the staff respectfully recommends that Council authorize staff to submit an OSLAD Grant for the Miller Park Playground Renovation project, approve a contract for professional services with TD&A to prepare such grant application in the amount of \$8,750, and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for these services are available in the Capital Improvement Fund account #X40100-72570.

Respectfully,

Keith Rich
Director Parks & Recreation Department

Tom Hamilton
City Manager

PROJECT UNDERSTANDING

The purpose of this proposal is to provide you with an outline of how the Consultant will prepare a grant proposal for City of Bloomington and other consulting services authorized by the Client. TD&A will endeavor to meet all reasonable time requirements and provide the Client with all plans and services in a timely fashion. The Miller Park grant project can be completed prior to the IDNR deadline, however, time is of the essence.

SCOPE OF SERVICES

The Consultant agrees to provide professional planning services as requested by the Client, including the following:

1.0 The Grant

The Consultant will prepare the following major sections of the State of Illinois OSLAD grant application. The Consultant will maintain the integrity of the information and present a consistent strategy throughout the application.

General Project Data

This section presents general project information about the development and the community requesting the grant.

Development Data

This section present specific information about the development of this site. The Staff and Advisory Committee awarding the grant require information on your future development plans for the parcel. This development plan will be conceptual in nature, and will include the Parks & Recreation Master Plan prepared under a previous contract.

Resolution of Authorization

The State requires the matching funds to be committed prior to the submittal of the resolution of authorization grant request. The City Council must pass a resolution committing funding.

Assurance Compliance

This is signed by the Mayor committing the City of Bloomington to the perpetuity, program, and maintenance requirements of the OSLAD/LWCF Grant Program.

Environmental Assessment

This section identifies all potential and negative impacts the project will have upon the environment. The report also identifies any proposed impact mitigation measures.

Other Sections

Several other forms and graphics are required for the submittal and will be prepared for the Client. One of the most important is the Narrative Statement, which presents the City's rationale for the funding. The Consultant, with the assistance of the Client, will establish the strategy and rationale guiding the complete submission.

1.1 City Assistance

The Parks and Recreation Department must assist the Consultant in the provision of necessary documents in a timely fashion.

2.0 The Application

The services of the Consultant are to commence on the date of full mutual execution of this contract. All products and services from the Consultant shall be delivered to the Client by June 15, 2005 for review and the final application will be delivered to IDNR by June 30, 2005. Two copies of the grant application are included in the fee and expense proposal.

FEES, TIME SCHEDULE, PROCEDURE

Our professional fee for the Scope of Services indicated will be \$8,750 for development of a grant application for City of Bloomington. Out-of-pocket expenses required for the preparation of the above scope of services shall be in addition to the fee indicated above. Expenses will not exceed 12% of the fee.

Appropriate base material preparation will be the responsibility of the City of Bloomington. A plat of survey must be provided by the City. Additionally, a title commitment or deed indicating clear title will be required. Fees for professional services and reimbursable costs shall be billed regularly and accounts are payable 30 days from the date of the invoice at 213 West Institute Place, Suite 700, Chicago, Illinois 60610. A service charge will be applied of one percent (1%) of the invoice amount (12% annual rate).

We expect that eight weeks will be required to complete the work outline above and meet with the City of Bloomington and other interested parties. Meetings with the City of Bloomington and interested parties are not included in our fee. Additional meetings will be billed according to our rate schedule listed in Appendix A-05. Design work and the services of all non TD&A personnel are not included in this fee proposal. If the project life exceeds more than 3 months through no fault of TD&A, more fees may be requested. We look forward to working with you again and are prepared to begin immediately. We hope this letter agreement meets with your approval. If so, please sign below and return one copy for our files.

Thompson Dyke & Associates, Ltd.
213 West Institute Place, Suite 700
Chicago, IL 60610

City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Peter Dyke,
President

Judy Markowitz,
Mayor

April 13, 2005

April 26, 2005

APPENDIX A-2005 PROFESSIONAL SERVICES BILLING PROCEDURE AND A-204
CONSULTANT DESCRIPTION (ON FILE IN THE CITY CLERK'S OFFICE)

RESOLUTION NO. 2005 - 62A

STATE OF ILLINOIS / IDNR

DOC-3 RESOLUTION OF AUTHORIZATION

1. Project Sponsor: City of Bloomington
2. Project Title: Miller Park Playground

The City of Bloomington hereby certifies and acknowledges that it has 100% of the funds necessary (includes cash and value of donated land) to complete the pending OSLAD/LWCF project within the time frames specified herein for project execution, and that failure to adhere to the specified project time frame or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination.

which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition Projects

It is understood that the project sponsor has up to twelve (12) months following project approval to acquire the subject property (petition to condemn must be filed for acquisitions involving eminent domain) and three (3) months following acquisition closing to submit a final reimbursement billing request to the IDNR (excluding eminent domain cases).

Development Projects

It is understood that the local project sponsor has six (6) months following project approval to initiate the project development and a total of 24 months to complete said development with a Final Billing request submitted to IDNR within three (3) months following completion.

The City of Bloomington further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL. Adm. Code 3025) or federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe conditions, keep the facilities open to the general public during reasonable hours consistent, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD/LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from Illinois DNR.

BE IT FURTHER PROVIDED that the City of Bloomington certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the City of Bloomington at a legal meeting held on the 25th day of April, 2005.

Judy Markowitz,
Mayor

ATTESTED BY:

Tracey Covert
City Clerk

Alderman Veitengruber commented on the Miller Park renovation. He expressed his hopes that the project will continue to move forward with the planned improvements.

Motion by Alderman Crawford, seconded by Alderman Finnegan that staff be authorized to submit an OSLAD Grant for the Miller Park Playground Renovation project, a contract for professional services with TD&A to prepare such grant application be approved in an amount not to exceed \$8,750, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Local Agency Agreement for Federal Participation and Motor Fuel Tax Resolution for Construction of the Hamilton Road Improvement: Greenwood to Timberlake, MFT Section 93-00295-02-PV

Design of the second phase of Hamilton Road between Greenwood Avenue and Timberlake Lane is complete and the project will be on the Illinois Department of Transportation's (IDOT) state letting as soon as land acquisition is complete.

In order to proceed with this letting, the attached Local Agency Agreement for Federal Participation must be signed and submitted to IDOT for execution. The funds for this project are included in the City's 2005-2006 Capital Improvement Budget which begins May 1, 2005.

Funding for this project must be fully appropriated prior to the letting. This funding consists of "participating" construction which includes the pavement, storm sewers and related items. This funding also includes "nonparticipating" construction items which are sanitary sewer, water main and related items. Participating construction is an 80% Federal - 20% Local cost share.

Nonparticipating construction is entirely local funds. The 20% Local participating cost can be Motor Fuel Tax funds. Therefore, project funding will be programmed as follows:

80% Federal - FAU Funds	\$2,586,000
20% Local - Motor Fuel Tax Funds	\$647,004
Sewer Depreciation Funds	\$264,279
Water Depreciation Funds	<u>\$447,849</u>
Total Estimated Funding	\$3,945,132

Staff respectfully recommends that Council approve the Local Agency Agreement for Federal Participation and that the Mayor and City Clerk be authorized to sign said Agreement. Further, that the Council adopt a Resolution appropriating \$264,279 in Sewer Depreciation Funds (X52200-72550) and \$447,849 in Water Depreciation Funds (X50200-72540) for the construction of the Hamilton Road Improvement: Greenwood to Timberlake.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Alderman Sprague questioned the right-of-way for Hamilton Rd. from Greenwood to Timerlake. Tom Hamilton, City Manager, informed the Council that the City needed a couple of parcels, plus a sewer easement. He added that all right-of-way must be clear before the state's bid letting. Doug Grovesteen, Director of Engineering, addressed the Council. This project was programmed for the state's FY (Fiscal Year) 2005/2006. He noted that the state's FY ran from July to June. The bid letting was scheduled for August. The City would probably miss the June letting. Alderman Sprague questioned if the only issue remaining was right-of-way. Mr. Grovesteen responded affirmatively.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Local Agency Agreement for Federal Participation be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, and Huette.

Nays: None.

Abstained: Alderman Whalen.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Resolution to Cede 2005 Private Activity Bond Cap to Nationwide Housing Preservation LLC

Last July, Council approved ceding a bond cap to Nationwide Housing Preservation LLC. It did not close on time, therefore it is necessary to pass a new Resolution.

The Internal Revenue code permits the City, as an Illinois home rule municipality, to issue private activity bonds, that in 2004 had a cap rate of \$80 per capita, per year. This means the City had a 2004 volume cap of \$5,393,360.

Historically the City has used these funds through the Illinois Housing Development Authority to promote affordable housing within the City. This proposal would continue that tradition by allowing Nationwide Housing Preservation LLC to purchase and perform rehabilitation on the Lincoln Towers Apartments in the Downtown.

Discussions with the perspective owners of Lincoln Towers yielded a plan to make the following improvements to the property.

1. Upgrade the elevators including ADA compliance and making the elevators operate more efficiently.
2. Modernize the HVAC system.
3. Replace refrigerators and other energy wasting appliances.
4. Provide a fence and gate system so access to the site and parking can be controlled.
5. Redesign the existing parking areas for better use and more efficient traffic flow in and through the site.
6. Generally upgrading the building so that it operates more efficiently and is a more comfortable place to live.

These discussions also indicated that the existing management company, Mid-Northern Management Company, will not be changed. It is understood that they have a long term contract and this should result in no changes in the way the facility is currently being operated.

The ceding of this bond allocation cap does not place any financial obligations on the City. It is simply a way for public and private entities to utilize tax exempt financing under the Internal Revenue code. In short, this means lower interest payments for whatever project is being implemented.

Staff believes that the rehabilitation of Lincoln Towers is a good project for not only the Downtown, but the City as a whole. It provides affordable housing to the elderly, which is always needed in our community.

Staff respectfully recommends that Council approve this new Resolution ceding the 2005 Private Activity Bonding Cap to Nationwide Housing Preservation LLC.

Respectfully submitted,

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 63

**A RESOLUTION SUPPLEMENTING AND AMENDING
RESOLUTION NO. 2004-109, ADOPTED DECEMBER 13,
2004, IN CONNECTION WITH MULTIFAMILY HOUSING
REVENUE BONDS FOR THE LINCOLN TOWERS
BLOOMINGTON PROJECT**

WHEREAS, on December 13, 2004 the City Council adopted Resolution No. 2004-109 (the **“2004 Resolution,”** with respect to which undefined terms herein shall have the meanings therein) to authorize multifamily revenue bonds to finance the Lincoln Towers Bloomington Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS, as follows:

1. The 2004 Resolution is hereby supplemented and amended: **(a)** to change **“2004”** Bond references to **“2005”** and to authorize subseries thereof (for example, **“Series 2005A”** and **“Series 2005B,”** etc., as the case may be); and **(b)** to change the Borrower references to **“LT Freeport Senior Housing LLC.”**

2. In connection with its home rule private activity bond allocation under Section 146 of the Internal Revenue Code, of 1986, as amended, the City hereby allocates \$5,480,560 to the Lincoln Towers Bloomington Project, to be effective until December 15, 2005, to be duly reported to the Governor’s office according to applicable law.

3. This resolution shall be immediately effective upon its adoption and approval.

Adopted on April 25, 2005, upon motion by Alderman Crawford, seconded by Alderman Finnegan, by roll call vote, as follows:

AYES (names): Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huetten.

Attest:

Approved: April 26, 2005

Tracey Covert
City Clerk, City of Bloomington,
McLean County, Illinois

Judy Markowitz
Mayor, City of Bloomington,
McLean County, Illinois

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS
)
CITY OF BLOOMINGTON)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City of Bloomington, McLean County, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of the City Council of the Issuer (the “**Corporate Authorities**”).

I do further certify that the attached resolution constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Issuer’s Corporate Authorities held on April 25, 2005, insofar as same relates to the adoption of an resolution numbered and entitled:

RESOLUTION NO. 2005 - 63

A RESOLUTION SUPPLEMENTING AND AMENDING RESOLUTION NO. 2004-109, ADOPTED DECEMBER 13, 2004, IN CONNECTION WITH MULTIFAMILY HOUSING REVENUE BONDS FOR THE LINCOLN TOWERS BLOOMINGTON PROJECT,

a true, correct and complete copy of which resolution as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such resolution was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such resolution were taken openly, that the vote on the adoption of such resolution was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was called at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of such open meeting laws and Illinois Municipal Code and with their procedural rules in the adoption of such resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the City of Bloomington, Illinois, this 26th day of April, 2005.

(SEAL)

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Resolution be adopted.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lake Bloomington Lease Transfer request for Lot 7, Block 1 in Camp Kickapoo; Susan L. Wait and Laurence W. Wait to Julie A. Plattner, Laurence W. Wait, Thomas G. Wait, Colleen P. Doering and D. Scott Wait

Staff has reviewed the Lake Bloomington Lease Transfer, the evaluation letter from the McLean County Health Department (MCHD), and the original septic system evaluation report for Lot 7, Block 1, in Camp Kickapoo.

As noted in the evaluation report and the MCHD deficiency letter, this system does not have a dual pump configuration in the pump chamber, nor is the pump chamber large enough to handle one half of the estimated daily flow. The deficiency in the pump chamber, with the rest of the system operating correctly, poses no threat to Lake Bloomington.

This was a new system that met City Code when it was installed in 1994. The home is used as a vacation home, therefore, the deficiencies will be allowed to exist until the system either needs to be replaced, or the home is used for full time residency.

Staff respectfully requests that Council approve the Lake Bloomington Lease transfer for Lot 7, Block 1, in Camp Kickapoo.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Lake Lease be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Lake Bloomington Lease Transfer request for Lots 5, 6, 7 and 8 Block 22 in Camp Potawatomie; Vicken Chalian and Sally Chalian to Craig Hanson and Teri Hanson

Staff has reviewed the Lake Bloomington Lease Transfer request for lots 5, 6, 7 and 8, Block 22 in Camp Potawatomie. The original septic system evaluation report was reviewed, however, the evaluation letter from the McLean County Health Department (MCHD) was not received due to the inspector not forwarding the information to the MCHD.

Since the buyers are locked in to an interest rate and need to complete the real estate closing before the end of the month, Staff is requesting approval of this transfer. All information in the inspector's report indicate the septic system is in working order.

This is a relatively new system, with the critical components having been installed in 1994. Upon speaking with the prospective owners, they have agreed to make any changes to the septic system if recommended by the MCHD. Additionally, this property has a lawn irrigation system which is supplied by water from Lake Bloomington. Staff will require that permission be requested by the new owners before the lawn irrigation system is used, so that concerns with low water levels in the lake can be addressed.

Staff respectfully requests that Council approve the Lake Bloomington Lease transfer for Lots 5, 6, 7 and 8, Block 22 in Camp Potawatomie with any septic system improvements noted by the MCHD in the deficiency letter will be completed by July 1, 2005, and that the lawn irrigation

system supplied from Lake Bloomington only be used after written consent, with any conditions, is granted by the Water Department.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Lake Lease be approved, contingent upon any septic system improvements noted by the MCHD in the deficiency letter be completed by July 1, 2005, and that the lawn irrigation system supplied from Lake Bloomington only be used after written consent, with any conditions, granted by the Water Department, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by OSF Healthcare System requesting approval of the Preliminary Plan for Medical Hills Subdivision, 6th Addition, consisting of approximately 12.25 acres and commonly located north of East Washington Street, southwest of St. Joseph Drive, and east of Regency Drive (Ward 4) (Case PS-03-05)

BACKGROUND INFORMATION:

Adjacent Zoning

north: C-1 - Office District

south: C-1 - Office District

east: C-1 & B-1 - Office and Highway Business District

west: M-1 - Restricted Manufacturing District

Adjacent Land Uses

north: hospital & medical offices

south: bank & medical offices

east: parking lot & detention basin

west: industrial park

Comprehensive Plan recommends: regional highway commercial use.

The first Preliminary Plan for this property (part of the Third Addition to Medical Hills Subdivision) was approved by Council in 1985 and has since expired. This new Preliminary Plan for Medical Hills Subdivision, 6th Addition now being presented for approval involves 12.25 acres and proposes four lots and one outlot (Outlot 21).

These lots will serve as sites for medical office buildings. Stormwater detention for Lot 17 will be provided in the stormwater detention basin currently in Outlot 21, which may be enlarged to also provide detention for Lot 18. Stormwater detention for Lots 18 and 19 will be provided on site, and detention for Lot 20 will be provided in the detention basin east of Lot 20, east of St. Joseph Drive.

Access to these lots will be provided by two 30 foot wide private access drives intersecting with St. Joseph Drive and east Washington Street and from St. Joseph Drive. A “no access strip shall be delineated along all of the east Washington Street frontage except for where the private access drives intersect east Washington Street

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on April 13, 2005 and recommends the same. Mr. Kenneth Emmons, City Planner, recommended that the Planning Commission pass a motion recommending Council approval of this Preliminary Plan for the Medical Hills Subdivision, 6th Addition in Case PS-03-05 subject to the following revisions being made to such plan:

1. All new water mains must have a minimum diameter of eight inches;
2. Provide storm sewer inlets at the south ends of the private access drives to drain the storm water underground to East Washington Street;
3. Add a note on the cover sheet (Sheet 1 of 2) to identify the entity that will be responsible for maintaining the two private access drives which must have street names if they are used in street addresses;
4. Add a note on the cover sheet (Sheet 1 of 2) to state that all unused water services shall be removed by the lot owner at the time the lots are developed;
5. The “preliminary plan approval” signature templates on the cover sheet (Sheet 1 of 2) should be revised to refer to only “The Sixth Addition to Medical Hills Sub.” instead of “The Sixth & Seventh Additions to Medical Hills Sub.”; and
6. The total area of the subdivision in hectares should be shown on the preliminary plan as required by A Manual of Practice for the Design of Public Improvements in the City of Bloomington.

The following persons testified at the April 13, 2005 public hearing:

- Mr. William C. Wetzel, Attorney at Law, 115 W. Jefferson Street, Suite 400.
- Mr. Bill Carter, #104 N. Regency Drive.

Mr. Wetzel testified at the April 13, 2005 public hearing on behalf of the petitioner. He stated that a revised Preliminary Plan has been submitted and the other staff recommendations cited by Mr. Emmons will be complied with. Mr. Carter questioned if there would be any direct access to Regency Drive from this subdivision, as Regency already carries a lot of traffic. Mr. Wetzel replied negatively. No testimony was presented in opposition to this petition at this hearing.

PLANNING COMMISSION RECOMMENDATION:

After giving consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of this Preliminary Plan for the Medical Hills Subdivision, 6th Addition in Case PS-03-05 subject to the following revisions being made to such plan:

1. All new water mains must have a minimum diameter of eight inches;
2. Provide storm sewer inlets at the south ends of the private access drives to drain the storm water underground to East Washington Street;
3. Add a note on the cover sheet (Sheet 1 of 2) to identify the entity that will be responsible for maintaining the two private access drives which must have street names if they are used in street addresses;
4. Add a note on the cover sheet (Sheet 1 of 2) to state that all unused water services shall be removed by the lot owner at the time the lots are developed;
5. The "preliminary plan approval" signature templates on the cover sheet (Sheet 1 of 2) should be revised to refer to only "The Sixth Addition to Medical Hills Sub." instead of "The Sixth & Seventh Additions to Medical Hills Sub."; and
6. The total area of the subdivision in hectares should be shown on the preliminary plan as required by A Manual of Practice for the Design of Public Improvements in the City of Bloomington.

STAFF RECOMMENDATION:

Staff concurs with the Commission's recommendation for Council approval of Case PS-03-05 subject to the revisions cited herein above being made to such plan.

Respectfully submitted,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF A PRELIMINARY PLAN FOR A SUBDIVISION

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

NOW COMES OSF HEALTHCARE SYSTEM, AN ILLINOIS NOT FOR PROFIT CORPORATION, hereinafter referred to as Petitioner, respectfully representing and requesting as follows:

1. Petitioner is interested as Owner in the premises described on the attached Exhibit "A" attached hereto and made a part of hereof by this reference;
2. Petitioner seeks approval of the Preliminary Plan for a subdivision of said premises to be known and described as "Sixth Addition to Medical Hills Subdivision, Bloomington, Illinois" which Preliminary Plan is attached hereto and made a part hereof;
3. That Petitioner submits this in accordance with a previously approved Annexation Agreement between the City of Bloomington and Petitioner;
4. Petitioner also seeks approval of the following exemptions or variations from the provisions of the Bloomington City Code: None.

WHEREFORE, Petitioner prays that the Preliminary Plan for the Sixth Addition to Medical Hills Subdivision, Bloomington, Illinois submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

OSF Healthcare System,
An Illinois Not for Profit Corporation
By: William C. Wetzel
Its Attorney

ORDINANCE NO. 2005 - 32

AN ORDINANCE APPROVING THE PRELIMINARY PLAN OF THE SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION BLOOMINGTON, ILLINOIS

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of the Preliminary Plan of the SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION, BLOOMINGTON, ILLINOIS, legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: None;

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Preliminary Plan attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Preliminary Plan of the Sixth Addition to Medical Hills Subdivision, Bloomington, Illinois is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of April, 2005.

APPROVED this 26th day of April, 2005.

Judy Markowitz,
Mayor

Tracey Covert
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

All that part of Lot 13 in the Third Addition to Medical Hills Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 1985-11550 in the McLean County Recorder's Office, lying South and East of the Southeasterly line of Lot 16 in the Fifth Addition to Medical Hills Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2002-14767 in the Recorder's Office, except therefrom any portion thereof lying within Route F.A.P. 704 (I-55 BL)

(Veterans Parkway) right-of-way according to the right-of-way plans recorded as Document No. 97-1722 and the Warranty Deed recorded as Document No. 2000-30201 in said Recorder's Office.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Preliminary Plan for Medical Hills Subdivision, 6th Addition be approved and the Ordinance passed with the following revisions: 1.) all new water mains must have a minimum diameter of eight inches; 2.) provide storm sewer inlets at the south ends of the private access drives to drain the storm water underground to East Washington Street; 3.) add a note on the cover sheet (Sheet 1 of 2) to identify the entity that will be responsible for maintaining the two private access drives which must have street names if they are used in street addresses; 4.) add a note on the cover sheet (Sheet 1 of 2) to state that all unused water services shall be removed by the lot owner at the time the lots are developed; 5.) the "preliminary plan approval" signature templates on the cover sheet (Sheet 1 of 2) should be revised to refer to only "The Sixth Addition to Medical Hills Sub." instead of "The Sixth & Seventh Additions to Medical Hills Sub."; and 6.) the total area of the subdivision in hectares should be shown on the preliminary plan as required by A Manual of Practice for the Design of Public Improvements in the City of Bloomington.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by the D & C Family Limited Partnership (Case FS-01-05) requesting approval of an expedited Final Plat for the L & F Circle Subdivision for 1.722 acres located in Dry Grove Township, south of Bloomington-Peoria Road, west of William Drive, west of Mitsubishi Motorway and north of Illinois Route 9 and southwest of Sprague Acres Subdivision (west of Ward 7) with the following three waivers: 1.) waiver of the preliminary plan submission requirements; 2.) waiver of the requirement that all contiguous property under the same ownership be included on the final plat; 3.) waiver of Section 24-4.6.1 of the Land Subdivision Code specifically requiring that all public improvements shall be completed within two (2) years following approval of the final plat by the Mayor and City Council

BACKGROUND INFORMATION:Adjacent Zoning

north: A - Agriculture (county)

south: A - Agriculture (county)

east: A - Agriculture (county)

west: A - Agriculture (county)

Adjacent Land Uses

north: single family dwelling

south: agriculture

east: single family dwelling

west: agriculture

Comprehensive Plan recommends: "Agricultural" use for the property in question.

The property in question is a 1.722 acre tract that is presently vacant land that is planted with grass. The subdivision will consist of just one 190.00' x 300.00' lot (Lot 1) and the dedication an additional 300' of 60' wide right of way for the extension of William Drive along the east line of the said lot, separating it from the balance of the petitioner's property.

The name "William Drive" is also used to identify another street north of Anderson Park within the Town of Normal. The petitioner is not seeking Annexation to the City at this time. This subdivision is not contiguous to the City's limits and would remain in the County. It is within a mile and a half of the City limits, and is subject to City review and approval.

Vehicular access to Lot 1 from Bloomington-Peoria Road is currently by way of an existing lawn area, (dedicated as public right of way for William Drive but never constructed as a street) between Lot 10 and Lot 11 in Sprague's Acres Subdivision.

The petitioner, as the subdivider, is required to construct a new 30 foot wide street with sidewalks and curb and gutter to City standards on the William Drive right of way abutting this Lot 1 within two years of the date of approval of the final plat.

Construction plans and specifications for such street improvement must be reviewed and approved by the Engineering Department before this plat can be recorded. Construction plans for a new storm sewer and for storm water detention facilities will also require review and approval before this plat can be approved. A Final Plat Public Improvement Payment, Performance and Workmanship Bond in the amount of 110 % of the Director of Engineering's estimate of the cost for these street and storm sewer improvements is required to be submitted to the City. This bond must be secured in one of the following ways:

1. By posting a cash escrow amount in an Illinois bank or savings and loan association in the 110% amount;
2. By posting a renewable irrevocable letter of credit in the 110 % amount from a local bank or savings and loan association naming the City as a beneficiary thereof ; or
3. By posting a Corporate Surety Bond from an insurance company authorized to conduct business in the State of Illinois payable to the City in the 110 % amount. Such bond must be

in a form with surety and conditions approved by the City's Corporation Counsel.

A sketch plan proposing the subdivision of the balance of the petitioner's contiguous property should show future traffic access, lot layout and storm water detention. Such sketch plan has been filed by the petitioner, and it depicts how the balance of the petitioner's property could be subdivided into 35 more lots, and how William Drive could be extended and looped into a connection with Louisa Drive in order to provide another access from Bloomington-Peoria Road further to the southeast. This plan also shows a 3.3 acre storm water detention basin to the south along the north side of the abandoned Penn Central Railroad right of way.

The requested waiver of the Preliminary Plan requirements and the requested waiver of the requirement that the proposed subdivision include all contiguous property in common ownership or unified control are appropriate waivers for this one lot subdivision, since a sketch plan has been provided for the balance of the petitioner's property.

The requested waiver of Section 24-4.6.1 of the Land Subdivision Code specifically requiring that all public improvements shall be completed within two (2) years following Council approval of the final plat could be approved subject to the condition that the specific Ordinance approving the final plat include a stipulation to read as follows: **"This Ordinance shall be deemed repealed without further action by the City Council of the City of Bloomington, Illinois, if the surety for the required public improvements is withdrawn, expired or otherwise terminated."**

A fee in lieu of dedicating land for public park will not be required in this case because this property is not presently in the City limits and is currently zoned into the Agriculture District, not a residential district, by the County of McLean. The final plat should also indicate the total area of the subdivision in hectares (0.69689 hectares) as required by the Bloomington Land Subdivision Code.

PLANNING COMMISSION PUBLIC HEARING:

The Bloomington Planning Commission held public hearings on this petition on March 9, March 23, and April 13, 2005 and recommends the same. The following persons testified at the March 9th public hearing:

- Mr. Don Adams, P.E. Farnsworth Group, 2709 McGraw Drive.
- Mr. Don Owens, #9 Cloverhill Circle.

Mr. Adams noted that this lot is proposed so that the petitioner's daughter and son-in-law can build a house in which to live. He explained that this land would be separated from a 47 acre tract and that the remainder would remain in 'Agriculture' zoning. He explained that County staff indicated that they would not support rezoning of the rest of the property. He explained that the Township Road Commissioner endorsed the idea of having the petitioner build essentially a driveway and be responsible for maintenance. Mr. Adams noted the issues of road building, sanitary sewer, and stormwater detention could be addressed when future growth reaches this area.

Mr. Doug Grovesteen, Director of Engineering, stated that there have been a few instances where the City has allowed a one lot subdivision where an existing house with an existing drive onto an existing road is to be sold separately from a farm tract. He stressed that in this case there is 450 feet of public street that needs to be built, 300' frontage, plus the distance up to the existing road. He indicated that a Preliminary Plan is needed to indicate where that road is to be placed.

Commissioner Cain questioned whether the road would have to be built along the entire frontage or only enough to access the lot. Mr. Grovesteen responded that the Code requires that the road be built along the full frontage. He stressed that one of the purposes for having the one-and one-half-mile review is so that lots are not platted in a piecemeal fashion. He noted that there is a row of houses along Bloomington-Peoria Road, and this proposed lot would start a second tier. Mr. Adams pointed out that the other houses have been there for many years.

Commissioner Shaw questioned whether the petitioner intended to seek annexation in the future. Mr. Adams responded that it would be considered when the City eventually reaches out to this area. Mr. Adams commented that it would not be wise to encourage development of half-acre lots, each with a septic system, that the City would have to deal with in twenty (20) years.

Further discussion revealed that a preliminary meeting had not occurred between the petitioner and City staff. Mr. Adams indicated that he had not anticipated the concerns that had been raised. He explained that he was willing to have a joint meeting to involve the petitioner, City staff, County staff, and the Bloomington Township Road Commissioner. No testimony was presented in opposition to this petition at this hearing.

The Planning Commission passed a motion by a vote of 5 to 0 to continue Case FS-01-05 until the next regular meeting of the Planning Commission of March 23, 2005 to allow time for a meeting to occur.

Mr. Don Adams, P.E. Farnsworth Group, 2709 McGraw Drive, testified at the March 23rd public hearing, and indicated that parties from the City, County, Dry Grove Township and the petitioners had met. He indicated his belief that a measure of compromise was reached. He explained that the applicant would provide a sketch plan for the tract and would obtain an irrevocable letter of credit to insure payment for the road when it is eventually built.

Mr. Emmons noted that the City Council would have to approve a waiver to allow the surety to cover a period beyond two years. Mr. Adams said the sketch would be prepared, the guarantee obtained, and requested that the case be continued until April 13, 2005 to allow time for items to be presented and reviewed. No testimony was presented in opposition to this petition at this hearing.

The Planning Commission passed a motion by a vote of 5 to 0 to continue Case FS-01-05 until the next regular meeting of the Planning Commission of April 13, 2005.

Mr. Neil Finlen, P.E. Farnsworth Group, 2709 McGraw Drive, testified at the April 13, 2005 public hearing on behalf of the petitioner and Mr. Don Adams, P.E., the petitioner's engineer from Farnsworth Group. Mr. Finlen stated that the sketch plan requested by City staff and the draft of an irrevocable letter of credit for the street improvements have been submitted and the other staff recommendations will be complied with. No testimony was presented in opposition to this petition at this hearing.

PLANNING COMMISSION RECOMMENDATION:

After consideration of this petition and the testimony presented, the Planning Commission passed a motion by a vote of 9 to 0 recommending City Council approval of Case FS-01-05 with the three waivers requested, subject to the condition that the specific Ordinance approving the Final Plat include a stipulation to read as follows: **“This Ordinance shall be deemed repealed without further action by the City Council of the City of Bloomington, Illinois, if the surety for the required public improvements is withdrawn, expired or otherwise terminated.”**

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of Case FS-01-05 with the three waivers requested subject to the stipulation cited herein.

Respectfully submitted,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
) ss
COUNTY OF McLEAN)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

Now comes D & C Family Limited Partnership, as Owner, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part of hereof by reference.
2. That your Petitioner seeks approval of the Final Plat for the Subdivision known and described as the L & F Circle Subdivision in the Southeast Quarter of Section 35, Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois.
3. That your Petitioner is requesting a waiver of preliminary plan requirements.
4. That your Petitioner requests a waiver of the requirement of subdividing all the contiguous property under his ownership.
5. That your Petitioner requests a Waiver of Section 24-4.6.1 of the Bloomington City Code specifically requiring that all public improvements shall be completed within two (2) years following approval of the final plat by the Mayor and City Council.
6. That your Petitioner requests a Waiver of Section 24-7 of the Bloomington City Code requiring the dedication of parkland or cash contribution in lieu of dedication.
7. That your Petitioner requests a Waiver of Section 24-3.5.6 of the Bloomington City Code that requires approved construction plans for public improvements and does not necessitate the construction of public street improvements for expedited Final Plat approval.

WHEREFORE, your petitioner prays that the Final Plat for L & F Circle Subdivision submitted herewith be approved with the exceptions or variations as requested herein.

Respectfully submitted,

Donald L. Owen
Carole J. Owen

ORDINANCE NO. 2005 - 33**AN ORDINANCE APPROVING THE FINAL PLAT OF THE L & CIRCLE
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois a Petition for approval of the Final Plat of the L & F Circle Subdivision, McLean County, Illinois legally described in Exhibit "A" attached hereto and made part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINIOS:

1. That the Final Plat of the L & F Circle Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.
3. This Ordinance shall be deemed repealed without further action by the City Council of the City of Bloomington, Illinois, if the surety for the required public improvements is withdrawn, expired or otherwise terminated.

PASSED this 25th day of April, 2005.

APPROVED this 26th day of April, 2005.

Judy Markowitz,
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of the Southeast Quarter of Section 35, Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 12 in Sprague's Acres in said Southeast Quarter per plat recorded June 20, 1962 as Document No. 26303 in Plat Book 16, page 393, in the McLean County Recorder's Office, said Southwest Corner being a point on the West Line of said Southeast Quarter. From said Point of Beginning, thence south 300.00 feet along said West Line; thence

east 250.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the Southerly Extension of the West Line of Lot 10 in said Sprague's Acres; thence north 300.00 feet along said Southerly Extension and along said West Line which form an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of William Drive as dedicated in said Sprague's Acres; thence west 250.00 feet along the South Line of said William Drive and along the South Lines of Lots 11 and 12 in said Sprague's Acres which form an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 1.722 acres, more or less.

Motion by Alderman Crawford, seconded by Alderman Finnegan that the Expedited Final Plat for the L & F Circle Subdivision be approved and the Ordinance passed with the following three waivers: 1.) waiver of the Preliminary Plan submission requirements, 2.) waiver of the requirement that all contiguous property under the same ownership be included on the final plat, and 3.) waiver of Section 24-4.6.1 of the Land Subdivision Code specifically requiring that all public improvements shall be completed within two (2) years following approval of the Final Plat.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Sprague, Whalen and Huette.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on 2005-2006 and Five-year Budget, and Adoption of an Ordinance Titled, "Budget and Appropriation Ordinance for the Fiscal Year ending April 30, 2006"

Attached is the Budget and Appropriation Ordinance for the Fiscal Year ending April 30, 2006. There have been no changes, the budget is essentially the same as discussed at the March 30, 2005 work session. A summary of the budget is attached.

A public hearing is required and a notice was published on April 11, 2005 announcing this hearing. Staff respectfully recommends that the public hearing be held, and the 2005-2006 Annual Budget and the 2007-2010 Five-year Budget Ordinance be passed.

The final printed budget document will be filed with the County Clerk and County Treasurer within 30 days of the adoption and will be available for distribution.

1578

April 25, 2005

Respectfully,

Brian J. Barnes
Finance Director

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 34**BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR ENDING APRIL 30, 2006
CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2005 and ending April 30, 2006, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts hereinafter set forth, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Sister City Fund, S.O.A.R. Fund, Board of Election Fund, Drug Enforcement Fund, Cultural District Fund, Cultural District Donations Fund, Cultural District Equipment Replacement Fund, Residential Rehabilitation Fund, Community Development Fund, Library Maintenance and Operation Fund, Library Equipment Replacement Fund, General Bond and Interest Fund, Market Square TIF Redemption Fund, 2004 Arena Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, 2003 Bond Project Fund, 1995 Bond Issue, Central Bloomington TIF Fund, SE Improvement Bond Fund, U.S. Cellular Coliseum Capital Project Fund, Public Ice Rink Fund, Cultural District Capital Project Fund, Fixed Asset Replacement Fund, Water Maintenance and Operation Fund, Water Supply/Depreciation Fund, Water Equipment Replacement Fund, IEPA Loan Disb. Fund, Sewer Maintenance and Operation Fund, Sewer Depreciation Fund, Sewer Equipment Replacement Fund, Parking Maintenance and Operation Fund, Parking Equipment Replacement Fund, Lincoln Parking Facility Fund, West Side Parking Facility Capital Project, Storm Water Management Fund, Storm Water Depreciation Fund, Storm Water Equipment Replacement Fund, U.S. Cellular Coliseum Fund, U.S. Cellular Coliseum Equipment Replacement Fund, Employee Group Health Care Fund, Judgment Fund, Flex Cash Fund, Park Dedication Fund, J.M. Scott Health Care Fund, Police Pension Fund and the Fire Pension Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2005 and ending April 30, 2006.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2006, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2006, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section Five. Partial Invalidity. If any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 25th day of April, 2005.

APPROVED by the Mayor of the City of Bloomington, Illinois this 26th day of April, 2005.

APPROVED:

JUDY MARKOWITZ
Mayor

ATTEST:

Tracey Covert
City Clerk

(SUPPORTING SPREADSHEETS ON FILE IN CLERK'S OFFICE)

Tom Hamilton, City Manager, introduced this item. This ordinance was the annual budget. He recalled the March 30, 2005 Work Session. There had been no change. This ordinance must be passed prior to the start of the City's fiscal year. He recommended passage.

Alderman Crawford questioned the dollar total. Brian Barnes, Finance Director, addressed the Council. He noted the figure at \$166 million. The US Cellular Coliseum and the street bond issues brought the total to \$173 million. Mr. Hamilton noted that the increase was on the capital side. Mr. Barnes cited additional capital projects - storm water management and the Cultural District.

Mayor Markowitz opened the Public Hearing. No one came forward to address the Council. Mayor Markowitz closed the Public Hearing.

Motion by Alderman Schmidt, seconded by Alderman Huette that that the Ordinance be passed.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Veitengruber, Schmidt, Whalen and Huette.

Nays: Alderman Sprague.

Motion carried.

Alderman Sprague explained his vote on this item. He noted that the average cost of a home in his ward was \$212,000. Five (5) years ago, a home owner paid \$520 in property taxes to the City. Today, the cost remains the same. This fact spoke volumes. He expressed his opinion that there was a hole in the dike. The Cultural District was a budget buster. He anticipated the cost at over \$50 million over the next twenty-five (25) years.

Mr. Hamilton reminded the Council that they were informed that this department would be subsidized. The City committed a certain amount of sales taxes to it. The question remains: can it operate within the parameters. The Cultural Districts operating costs will require scrutiny. Alderman Sprague recalled that after ten (10) years the subsidy would be minimal. Mr. Hamilton noted that the capital costs had been greater than anticipated. He restated the key question: can it operate within the parameters. He cited ticket sales and sponsorship. Alderman Sprague had projected a twenty (20) year budget. He encouraged the Council to watch the numbers. He cited the .025 sales tax. He also expressed concern about TIF (Tax Increment Financing) budget. He expressed his concern that things would add up. The Council must keep spending in line.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Donation of Vacant lot at 503 West MacArthur for Great Plains Life Foundation-
New Housing Construction Project

The Community Development Division and the Great Plains Life Foundation are proposing to create a partnership to construct a single family dwelling located at 503 W. MacArthur. Previously, the site contained a single family dwelling which was condemned and subsequently demolished by the City. The new house will be constructed by area trade apprentices. Upon completion it will be sold to a household who meets HUD's low and moderate income requirements.

The Community Development Division will provide a maximum of \$10,000 to pay for necessary costs for the construction of the house, including installation of water and sewer, and associated excavation needs. The balance of the construction costs will be covered by the Great Plains Life Foundation and/or in kind donations from area businesses. Any revenue in excess of the expenditures for the construction of the dwelling will be returned to Great Plains Life Foundation.

Staff respectfully recommends that Council approve the following:

1. The donation of 503 West MacArthur, a vacant lot owned by Community Development for the construction of a Single-Family Dwelling to Great Plains Life Foundation.
2. The provision of a maximum of \$10,000.00 to pay for necessary costs for the construction of the house, including installation of water and sewer and associated excavation needs.
3. Upon completion the house will be sold to an eligible household according to HUD's low/moderate income guidelines. All revenue received in excess of the expenditures associated with the construction of the house will be returned to Great Plains Life Foundation.

Respectfully,

Jim Hepperly
Director, P.A.C.E.

Tom Hamilton
City Manager

Tom Hamilton, City Manager, introduced this item. He turned the floor over to Alderman Matejka. He noted that Alderman Matejka had been involved in numerous conversations regarding this project.

Alderman Matejka noted that City staff had offered Great Plains Life Foundation, (GPLF), a grant. Dollars had been earmarked for property improvement. He cited the installation of water main, sewer and excavation. The second issue was the 501(3)(c) status of this charity. Any profit after the sale of the house would be donated to a local charity. A list would be provided to Mr. Hamilton and Todd Greenburg, Corporation Counsel. They would check for any conflict of interest. This project represented another affordable home in the community.

Alderman Finnegan noted that the \$10,000 would not be paid back to the City. He requested that these dollars be returned to the City and used for another project. Alderman Matejka noted that this issue had not been raised with GPLF.

Alderman Sprague expressed his opinion that the City needed a formal policy/procedure. He had heard from a soccer program. Connie Griffin, Community Development Program Manager, addressed the Council.

Alderman Huette expressed his opinion that the City was walking a fine line. The City would become a bank. He added his belief that GPLF was a worthwhile group. However, what the City did for one.

Alderman Sprague restated that City's \$10,000 commitment. He requested that a policy be drafted in advance of Council approval.

Alderman Finnegan noted that this project would become a home for a City resident. Alderman Huette expressed his opinion that the public would not see the difference.

Alderman Matejka noted that GPLF did not ask for the money. City staff offered it. GPLF did not initiate a request for dollars. The City needed clear guidelines.

Alderman Sprague noted that this project with GPLF represented a first time situation. He restated that the City needed an agreement for the future.

Alderman Whalen wanted to insure that there would not be a conflict. He requested that the charity be located in the City and also be an approved United Way agency/program. Alderman Matejka noted that the United Way of McLean County represented a broad umbrella.

Motion by Alderman Sprague, seconded by Alderman Crawford that the donation of 503 West MacArthur, a vacant lot owned by Community Development, for the construction of a Single-Family Dwelling, to Great Plains Life Foundation be approved with the following conditions: 1.) provision of a maximum of a \$10,000 loan to be used towards the cost of construction of the house, including installation of water and sewer and associated excavation needs, said loan to be repaid at the time of the real estate sale; 2.) upon completion, the house will be sold to an eligible household according to HUD's low/moderate income guidelines; 3.) all profits will be returned to Great Plains Life

Foundation; and 4.) Great Plains Life Foundation will prepare a list of United Way approved charities within the City to be reviewed by the City Manager and Corporation Counsel to insure that there is no conflict of interest, and that the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the Clerk to call the roll which resulted as follows:

Ayes: Aldermen Crawford, Matejka, Finnegan, Schmidt, Sprague, Whalen and Huette.

Nays: None

Abstained: Alderman Veitengruber

Motion carried.

MAYOR'S DISCUSSION: Mayor Markowitz recognized former Alderman Jim Fruin who was in attendance. Mr. Fruin had served on the Council for eight (8) years.

Mayor Markowitz extended her personal thanks to Parks and Recreation staff assigned to the City's summer SOAR program.

Finally she expressed her appreciation to Tom Hamilton, City Manager. She described him as a great advisor. He was a person of quality, who represented positive change.

Mayor Markowitz described her service as Mayor as a great life experience. She was ready to leave. Bloomington was her home town. She had done her best and been a change agent. She had been the City's fifty-second (52nd) mayor and first female one. She read from a letter she received after a school visit. There were possibilities in her future. She was grateful for the opportunity. She thanked all. There was cake available to celebrate the service of Aldermen Veitengruber and Whalen and herself.

CITY MANAGER'S DISCUSSION: Tom Hamilton, City Manager, informed the Council that there would be an open house at the Morris Ave. Fire Station on Saturday, April 30, 2005. The new ambulance would be showcased.

He extended his thanks to Aldermen Veitengruber and Whalen, and Mayor Markowitz. Mayor Markowitz had been wonderful to City staff. Alderman Whalen and Mayor Markowitz had served the City for over twenty (20) years. Both were honest and forth right which made his job easy. He considered all his friends. He extended appreciation to them on behalf of City staff.

ALDERMEN'S DISCUSSION: Alderman Huette noted that it had been a privilege to work with Mayor Markowitz. He noted her enthusiasm and commitment. She was serious about the position of Mayor. She should be proud of her service.

Alderman Crawford noted his eight (8) years of service on the Council. He described Mayor Markowitz as a friend and mentor. He expressed his immense respect for her. He described her as a class act. She made him proud to serve on the Council.

Alderman Whalen made a final request for Morris Ave. to be resurfaced from Locust to Chestnut. He paused at his departure from the Council. It was a blessing in disguise. He had mixed emotions. There had been more good than bad. At this time, there were perceived problems. However there had been progress. The City was a great place to live. He cited the potential redevelopment of the old rail yard. He thanked Mayor Markowitz and the Council. Mayor Markowitz noted that Alderman Whalen's wife, Karen, and daughter, Ally, were present at this evening's meeting.

Alderman Schmidt addressed Alderman Veitengruber. She had enjoyed working with him. He was down to earth and shared her interest in the City's older neighborhoods. She expressed her appreciation to Alderman Whalen for his service on the Council. Finally, she thanked Mayor Markowitz for her effort regarding the Downtown. She had enjoyed serving with her.

Alderman Matejka recalled that sixteen (16) years ago he served with Gary Scheets, Jean Anderson, Tom Whalen and Judy Markowitz. He recalled a pontoon boat ride during a drought. The pace had been one of steady progress. He described the work over the past sixteen (16) years as very conscientious. He recalled the first controversial vote: the south block of Front St. This vote turned the Downtown around. He acknowledged that things have changed. He extended his thanks for all of the meetings, the phone calls and the unpopular decisions. In their heart, the Council has wanted what was in the best interest of the community.

Alderman Finnegan acknowledged that he would miss Aldermen Veitengruber and Whalen. He thanked them for their contributions. Politics was the art of compromise. He noted that the Council was never disagreeable. He described it as a special club. He noted that Mayor Markowitz resided in his ward. He described her as a class act. It had been pleasant to work with her.

Alderman Sprague cited a recent neighborhood meeting last Saturday, April 23, 2005. There were 200 - 250 people in attendance. He thanked the following individuals who were in attendance: Roger Aikin, Police Chief; Jeff Sanders, Asst. Police Chief; Dean Kohn, Director - Parks & Recreation; and Mike Nelson, Central Illinois Arena Management.

He requested that sometime after the May 9, 2005 meeting that the Council resolve the Met Com issue.

He addressed Mayor Markowitz and Aldermen Veitengruber and Whalen. He appreciated their service. They had been passionate. Questions had been raised regarding outside influence. These individuals served their constituents and had done a great job.

He called Alderman Whalen his friend. He owed his service on the Council to him. He thanked all for their friendship.

Motion by Alderman Sprague, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 8:46 p.m.

Motion carried.

**Tracey Covert
City Clerk**